HEAD OFFICE : NO. 296, SEC. 4, JEN AI RD., TAIPEI, R.O.C.
TEL : 886-2-2755 1299 FAX: 886-2-2755 7420
Http://www.cathay-ins.com.tw Customer Service Center: 0800-212880

國泰產物 Directors & Officers Liability Insurance Policy

備查文號：110.01.08 國產精字第 1100100043 號

Policy Number	**150114DO01017**			**Renewal of 150113DO01031**
1. Policyholder	TEX-RAY INDUSTRIAL CO., LTD. 南緯實業股份有限公司			
2. Policyholder's Main Address	2F.NO426,LINSEN N.RD.,TAIPEI CITY TAIWAN R.O.C.			
3. Policy Period	**From:**	**Jan. 12, 2025**	**To:**	**Jan. 12, 2026**
	12:00 at the Policyholder's Main Address			
4. Limit of Liability (Aggregate) **All Insurance Protections** Unless otherwise indicated	US$1,000,000.- in the aggregate and combined			
5. Sub-limits of Liability a. Company Employment Practice Error b. Protection in the Event of an Inquiry c. Pollution Defence Costs Cover d. Crisis Management Costs Cover e. Assets & Liberty f. Deprivation of Assets Expense g. Regulatory Crisis Event Cost- Pre-Investigation Costs	a. US$1,000,000.- b. US$100,000.- c. US$100,000.- d. US$100,000.- (In additional to) e. US$50,000.- f. US$50,000.- g. US$50,000.-			
6. Excess Limit of Liability All Director	overall aggregate limit US$100,000.-			
7. Deductible (Each and Every Claim) Company Securities Liabilities Company Employment Practice Error Company Reimbursement	US$50,000. - for USA/CAN；US$25,000. - for Others US$50,000. - for USA/CAN；US$25,000. - for Others US$50,000. - for USA/CAN；US$25,000. - for Others			
8. Premium	US$2,000.-			
9. Insurer & Address	Cathay Century Insurance Co., Ltd No. 296, Jen-Ai Road, Sec.4, Taipei, 106 Taiwan R.O.C			

In witness whereof the undersigned acting and on behalf of and under the authority of the company has hereunto set his hand at Taipei this **Jan. 09, 2025**

Authorized Signature

消費者應詳閱各種銷售文件內容，如要詳細了解其他相關資訊，請洽本公司業務員、服務據點(免付費電話：0800-212-880)或網站(網址：http://www.cathay-ins.com.tw)，以保障您的權益。

備查文號：110.01.08 國產精字第 1100100043 號
免費申訴電話：0800-212-880

※要保人可透過本公司（www.cathay-ins.com.tw）或總公司、分公司及通訊處所提供之電腦查閱下載資訊公開說明文件。

國泰產物 Directors & Officers Liability Insurance Policy

In consideration of the payment of the premium specified in the Schedule, subject to the provisions of this policy and in reliance upon the Proposal which forms part of this policy, We and the Policyholder agree as follows:

The following insurance protections and extended insurance protections are afforded solely in respect of Claims first made against an Insured during the Policy Period or applicable Discovery Period and reported to Us as required by this policy.

A. DIRECTOR INSURANCE PROTECTIONS:

1. Management Error	**We** shall cover **Payments** and / or **Defence Costs** resulting from a **Management Error Claim**.
2. Employment Practice Error	**We** shall cover **Payments** and / or **Defence Costs** resulting from an **Employment Practice Error Claim**.
3. Outside Entity Directors	**We** shall cover **Payments** and / or **Defence Costs** resulting from an **Outside Entity Director Claim**. Please refer to Section H7 "*Cover for Outside Entity Directors*" for additional terms applicable to **Outside Entity Director Claims**.
4.Non-Executive Directors	**We** shall cover **Non-Indemnifiable Loss** up to the limit written in Item 6 of the Schedule resulting from a **Claim** against a **Non-Executive Director**. None of the **Deductibles** written in Item 7 of the Schedule shall apply to the cover available under this part. Please refer to Section H8 "*Cover for Non Executive Directors*" for additional terms applicable to **Non-Executive Directors**.

B. COMPANY INSURANCE PROTECTIONS

1.Company Securities Liability	**We** shall cover **Payments** and / or **Defence Costs** resulting from a **Securities Claim**.
2. Company Employment Practice Error	**We** shall cover **Payments** and / or **Defence Costs** up to the limit written in Item 5 of the Schedule resulting from a **Company Employment Practice Error Claim**.
3. Payments and Defence Costs incurred by the Company on behalf of	**We** shall reimburse the **Company** to the extent that it incurs **Payments** and / or **Defence Costs** on behalf of an **Insured Person**.

Insured Persons

C. EXTENDED INSURANCE PROTECTIONS

1. Emergency Costs

We shall reimburse **Emergency Costs** up to a limit of ten percent (10%) (in the aggregate) of the **Limit of Liability**, but only upon receipt by **Us** of a written request from the **Policyholder** received within thirty (30) days of those **Emergency Costs** being incurred.

2. Protection in the Event of an Inquiry

We shall cover **Defence Costs** up to the limit written in Item 5 of the Schedule resulting from an **Inquiry**.

None of the **Deductibles** written in Item 7 of the Schedule shall apply to the cover available under this part.

3. Discovery Period Protections

If this policy is neither renewed nor replaced with similar cover at the expiry of the **Policy Period**:

(i) an **Insured** is entitled:

(a) automatically, to a **Discovery Period** of sixty (60) days; or

(b) upon receipt by **Us** of a written request from the **Policyholder** within thirty (30) days of the expiry of the **Policy Period** and payment of an additional premium of fifty percent (50%) of the premium, specified in the Schedule, to a **Discovery Period** of twelve (12) months;

(ii) a **Retired Director** is entitled, automatically, to a **Discovery Period** of seventy two (72) months, at no additional premium.

This cover shall not apply if there has been an **Important Change** during the **Policy Period** or if this policy has been cancelled.

If there has been an **Important Change** during the **Policy Period**, an **Insured** may be entitled to a run-off **Discovery Period** of seventy two (72) months, but only if:

(i) **We** receive a written request from the **Policyholder** within sixty (60) days of the expiry of the **Policy Period**; and

(ii) the **Policyholder** accepts the terms of any offer **We** may make.

Please refer to Sections H4 "*Terms Applying to All Discovery Period*" and H5 "*Important Changes to the Company*" for additional terms applicable to **Discovery Periods**.

4. Protection if a Subsidiary is Bought or Sold by the Company

We shall cover **Payments** and / or **Defence Costs** resulting from any **Claim** covered under this policy where a natural person:

(i) becomes a **Director** because the **Company** buys or creates a company which meets the definition of **Subsidiary**, but only for **Management Error** or **Employment Practice Error** which takes place after that company has been bought or created and for as long as that company continues to meet the definition of **Subsidiary**; or

(ii) stops being a **Director** (whether during or prior to the **Policy Period**) because a company no longer meets the definition of **Subsidiary**, but only for **Management Error** or **Employment Practice Error** which takes place before the company no longer met the definition of **Subsidiary**.

5. Director Protection in the Event of an Occupational Health and Safety Action

We shall cover **Defence Costs** resulting from an **Occupational Health and Safety Action**.

None of the **Deductibles** written in Item 7 of the Schedule shall apply to the cover available under this part.

6. Protection in the Event of a Pollution Action

We shall cover **Defence Costs** up to the limit written in Item 5 of the Schedule resulting from a **Pollution Action**.

We shall also cover **Payments** and / or **Defence Costs** resulting from a **Shareholder Pollution Action**.

7. Initial Offering, Listing or Trading of Securities

If, during the **Policy Period**, the **Company** makes an initial public or private offering of **Securities** in any jurisdiction (other than in the United States of America, Canada or any of their territories or possessions), **We** shall cover **Payments** and / or **Defence Costs** resulting from a **Management Error Claim** and / or **Securities Claim** which is:

(i) connected with such initial public or private offering of **Securities**; and

(ii) first made during a period ending thirty (30) days after the **Securities** have been offered, listed or traded, or upon expiry of the **Policy Period**, whichever is the earlier.

Please refer to Section F1 "*Initial Securities Offering, Listing or Trading*" for additional terms which apply to the cover available under this part.

8. Secondary Offering of Securities

If, during the **Policy Period**, the **Company**:

(i) makes a secondary offering of **Securities** in a jurisdiction where **Securities** are already traded (other than in the United States of America, Canada or any of their territories or possessions); and

(ii) such offering of **Securities** represents no more than fifty percent (50%) of the total issued and outstanding share capital of the **Company** at the date of the offering, but in any event is not more than USD 250,000,000 in value,

We shall cover **Payments** and / or **Defence Costs** resulting from a **Management Error Claim** and / or **Securities Claim** which is connected with such secondary offering of **Securities**.

Please refer to Section F2 "*Secondary Securities Offering*" for additional terms which apply to the cover available under this part.

D. HOW TO MAKE A CLAIM UNDER THIS POLICY

1. Claims Made and Reported

The insurance protections and extended insurance protections under this policy are afforded solely in respect of **Claims** first made against an **Insured** during the **Policy Period** or applicable **Discovery Period** and subject to the following:

(i) the **Claim** is not based upon a **Circumstance** which the **Insured** is aware of prior to the start of the **Policy Period**; and

(ii) the **Claim** is reported to **Us** within a reasonable period of time after the **Insured** first finds out about the **Claim**, and in any event no later than:

(a) sixty (60) days following expiry of the **Policy Period**; or

(b) if a **Discovery Period** applies, expiry of the **Discovery Period**.

2.Awareness of Circumstance

Any **Insured** may, during the **Policy Period** or applicable **Discovery Period**, notify **Us** of any **Circumstance**. The notification must include reasons for anticipating a **Claim** and provide full particulars, including relevant dates, circumstances or events, and persons involved.

3.Written notification of Claims and Circumstances

A notification relating to a **Claim** or **Circumstance** must be given in writing. If the notification is posted to **Us**, **We** will accept evidence that it was posted as proof that **We** were notified about the **Claim** or **Circumstance** on the date of posting.

4.Related Claims

Any **Claim** made after expiry of the **Policy Period** or applicable **Discovery Period** which alleges, arises out of, is based upon or attributable to any fact alleged in:

(i) a **Claim** first made during the **Policy Period** or applicable **Discovery Period**; or

(ii) a **Circumstance We** had agreed to,

which was notified to **Us** as required by this policy, will be accepted by **Us** as having been made when the notified **Claim** was first made or the **Circumstance** was first notified to **Us**.

5.Single Claims

Any **Claim** or series of **Claims** arising out of, based upon or attributable to continuous, repeated or related circumstances or events shall be considered a single **Claim**. A single **Limit of Liability** and single **Deductible** shall apply to such a **Claim**.

In relation to the **Deductible**, the highest applicable **Deductible** shall apply to such **Claim**.

Please refer to Section H3 "*Consent*" for additional terms applicable to **Claims.**

E. DEFINITIONS

"Circumstance" means any circumstance or event which an **Insured** reasonably expects to give rise to a **Claim**.

"Claim" or **"Claims"** means:

(i) a **Management Error Claim**;

(ii) an **Employment Practice Error Claim**;

(iii) a **Company Employment Practice Error Claim**;

(iv) an **Outside Entity Director Claim**;

(v) a **Securities Claim**;

(vi) an **Inquiry**;

(vii) an **Occupational Health and Safety Action**;

(viii) a **Pollution Action**;

(ix) a **Shareholder Pollution Action**,

but each and every above **Claim** shall exclude and shall not mean any other **Claim**.

"Company" means the **Policyholder** and its **Subsidiaries**.

"Company Employment Practice Error Claim" means a written notice or civil proceeding or arbitration, criminal prosecution, investigation, inquiry or regulatory action alleging **Employment Practice Error** against the **Company**.

"Consultant" means a specialist, or an external commercial or industrial advisor retained by the **Company** under a written contract for a fee or other benefit.

"Deductible" means the amount(s) written in Item 7 of the Schedule.

"Defamation" means the libel or slander of any natural person who is not an **Insured**.

"Defence Costs" means costs and expenses incurred with **Our** prior written agreement, by or on behalf of an **Insured**, which are reasonable and necessary for the investigation, defence, settlement or appeal of any **Claim** against that **Insured**, including preparation for and attending an **Inquiry**, but shall not include the remuneration of any **Insured Person**, cost of their time or costs or overheads of the **Company**.

"Director" means:

(i) any natural person (but not an external auditor or insolvency office-holder) who was, is or during the **Policy Period** becomes:

(a) a director, managerial officer or member of a management board (whether executive or non-executive) or supervisor of the board of the **Company**;

(b) an official of the **Company** whose duties are the same as those of a director;

(c) a person who acts as a director of the **Company** even if they do not hold the title "director" (including a "shadow director"); or

(d) an **Employee**, but only:

(i) while acting as a manager of the **Company**; or

(ii) in connection with an **Employment Practice Error Claim** against that **Employee**; or

(iii) where that **Employee** and any other **Director** are named as co-defendants in an **Management Error Claim**;

(ii) the lawful spouse of a **Director**, but only in respect of a **Management Error Claim** or **Employment Practice Error Claim** against that **Director**;

(iii) the administrator or executor of the estate, heir or legal representative of a deceased, incompetent, insolvent or bankrupt **Director**, but only in respect of a **Management Error Claim** or **Employment Practice Error Claim** against that **Director**;

(iv) a **Trustee**;

(v) a **Non-Executive Director**;

(vi) a **Juristic Person Director** including its natural person representative.

Any individual listed above whom the **Company** dismissed from employment or office before the start of the **Policy Period** is not a **Director** for the purpose of this policy.

"Discovery Period" means a period of time immediately following the expiry of the **Policy Period**, during which any **Insured** may notify **Us** about a **Claim** first made during such period or the **Policy Period**, based upon a **Circumstance** which took place prior to the expiry of the **Policy Period**.

"Emergency Costs" means costs and expenses exceeding any applicable **Deductible**:

(i) incurred without **Our** prior written agreement because an emergency reasonably prevents the **Insured** from obtaining such agreement; and

(ii) for the defence of a **Claim**; and

(iii) which **We** later agree have been reasonably incurred.

"Employee" means any natural person who is not a **Director**, **Professional Advisor**, **Consultant**, independent contractor or agent of the **Company** and who, at any time in the past has been, or during the **Policy Period** becomes, an employee under a contract of employment with the **Company**.

"Employment Practice Error" means any actual or alleged:

(i) unfair or wrongful dismissal, discharge or termination, either actual or constructive, of an employment relationship or agreement in a manner which is against the law, breach of any written, express or implied employment contract, misleading representation or advertising relating to employment;

(ii) failure to employ or promote, unfair deprivation of a career opportunity, unfair discipline, failure to grant tenure or negligent employee evaluation or appraisal;

(iii) sexual harassment in the workplace including unwelcome sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature (that are made a condition of employment or used as a basis for an employment decision or create a hostile work environment), workplace harassment of any kind (including the alleged creation or permission of a harassing workplace environment);

(iv) invasion of privacy;

(v) defamation;

(vi) retaliation;

(vii) wrongful infliction of emotional distress; or

(viii) discrimination on any legally prohibited basis;

relating to any past, present, or prospective employee of the **Company** or (where applicable) an **Outside Entity**.

"Employment Practice Error Claim" means a written notice, civil proceeding, arbitration, criminal prosecution, investigation, inquiry or regulatory action alleging **Employment Practice Error** against a **Director**.

"Financial Institution" means a bank, clearing house, credit institution, undertaking for collective investment in securities, investment firm, investment advisor/manager, investment fund or mutual fund, private equity or venture capital company, stock brokerage firm, insurance company or similar entity.

"Important Change" means:

(i) the **Policyholder** consolidates with or merges into or sells all or more than seventy five percent (75%) of its total assets to someone else or another entity or group of people and / or entities acting together; or

(ii) a person or entity, or group of people and / or entities acting together, acquires an amount of outstanding shares, whether directly or indirectly, representing fifty percent (50%) or more of the power or right to vote in the election of director(s) of the **Policyholder**.

"Inquiry" means a formal, regulatory or administrative investigation, proceeding or inquiry, into the affairs of the **Company** which:

(i) starts during the **Policy Period**; and

(ii) either names a **Director** and / or the **Company** as being under investigation, or names a **Director** as a witness; and

(iii) legally compels that **Director** to attend because of their official role within the **Company**, or because of their capacity as a legal representative of the **Company**.

"Insured" means an **Insured Person** or the **Company**.

"Insured Person" means a **Director** or **Outside Entity Director**.

"Juristic Person Director" means an entity which was, is, or during the **Policy Period** becomes duly elected as a director or supervisor of the board of the **Company** as defined under Paragraph 1, Article 27 of the Company Act of Taiwan, R.O.C. or any of its amendments thereafter.

"Limit of Liability" means the amount written in Item 4 of the Schedule.

"Management Error" means:

(i) any actual or alleged act, error, omission or **Defamation** by a **Director** or **Outside Entity Director** in their respective capacities as a **Director** or **Outside Entity Director**;

(ii) any matter claimed against a **Director** or **Outside Entity Director** pursuant to Article 20-1 of the Amended Securities Exchange Act of Taiwan R.O.C., solely because of their respective capacities as a Chairman of the Board or Chief Executive Officer of the **Company** or **Outside Entity**; or

(iii) any matter claimed against a **Director** or **Outside Entity Director**, solely because of their respective capacities as a **Director** or **Outside Entity Director**.

"Management Error Claim" means a written notice, civil proceeding, arbitration, criminal prosecution, investigation, inquiry or regulatory action alleging **Management Error** against a **Director**.

"No Liability" means:

(i) a final judgement of no liability obtained prior to trial in favour of all **Insureds** by reason of a motion to dismiss or a motion for summary judgement after the exhaustion of all appeals;

(ii) a final judgement of no liability obtained after trial(s) in favour of all **Insureds**, after the exhaustion of all appeals; or

(iii) dismissal or a stipulation to dismiss the **Claim** without prejudice, and without the payment of any consideration by any **Insured**,

in respect of a **Claim**, provided however, that no settlement (of any type) has occurred.

"Non-Executive Director" means:

(i) any natural person who was, is or during the **Policy Period** becomes a member of the board or supervisory board of the **Company**; and

(ii) who within the last three years:

(a) has not served as a managerial officer of the **Company**; and

(b) has not served as an **Employee** of the **Company**; and

(c) has not received, either directly or indirectly from the **Company**, money or benefits in kind for services given in any capacity except as a director or supervisor of the board of the **Company**.

"Non-Indemnifiable Loss" means **Payments** and / or **Defence Costs** up to the limit written in Item 6 of the Schedule available to a **Non-Executive Director** and for which such **Non-Executive Director** cannot be reimbursed by the **Company** because (a) it is not legally permitted in accordance with the applicable law, by-law or charter of the **Company**, or indemnity agreement between the **Non-Executive Director** and the **Company**; or (b) the **Company** is financially unable because of insolvency.

"Occupational Health and Safety Action" means a **Management Error Claim** or **Outside Entity Director Claim** involving any occupational health and safety law including but not limited to the Labour Safety and Health Law of Taiwan, R.O.C..

"Our" means belonging to **Us**.

"Outside Entity" means any company which:

(i) is not incorporated or domiciled within the United States of America or Canada or any of their territories or possessions;

(ii) has no securities listed on a securities exchange or market within the United States of America or Canada or any of their territories or possessions;

(iii) has no securities that are legally required to be the subject of any registration statement filed with the United States Securities and Exchange Commission (the "SEC");

(iv) is not subject to an obligation to file reports with the SEC in accordance with Section 13 of the Securities Exchange Act of 1934 (USA);

(v) is not a **Financial Institution**

or any entity having charitable status or a non-profit making purpose.

"Outside Entity Juristic Person Director" means the **Company**, which was, is, or may become duly elected as a director or supervisor of the board of an **Outside Entity** in accordance to Paragraph 1, Article 27 of the Company Act of Taiwan, R.O.C. or any of its amendments thereafter.

"Outside Entity Director" means a **Director** who was, is or during the **Policy Period** becomes a director, managerial officer, supervisor of the board, trustee, governor or equivalent of an **Outside Entity** at the specific request of the **Company** including any **Outside Entity Juristic Person Director** and its natural person representative.

"Outside Entity Director Claim"	means a written notice, civil proceeding, arbitration, criminal prosecution, investigation, inquiry or regulatory action alleging **Management Error** or **Employment Practice Error** against an **Outside Entity Director**.
"Payments"	means: (i) compensatory, aggravated, punitive (if insurable) and exemplary damages, and costs and expenses (but only in connection with a judgment which is covered in accordance with the terms of this policy), awarded against an **Insured** by a court, tribunal or arbitrator; or (ii) settlements made with **Our** prior written agreement, paid and resulting from a **Claim**.
"Policyholder"	means the entity written in Item 1 of the Schedule.
"Policy Period"	means the period of time written in the Schedule either: (i) between the start and end dates of this policy; or (ii) where this policy is cancelled, the period of time from the start date of this policy to the date of cancellation.
"Pollutants"	means, including and not limited to, solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant, including asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste including materials to be recycled, reconditioned or reclaimed and nuclear materials.
"Pollution Action"	means a **Management Error Claim** or **Outside Entity Director Claim** resulting from the discharge, dispersal, release, or escape of **Pollutants**.
"Professional Advisor"	means an external lawyer, external accountant, or external auditor retained by the **Company** under a written contract for a fee or other benefit.
"Professional Services"	means the provision of services for a fee or other benefit, or the supply of goods or products by an **Insured** or an **Outside Entity**.
"Proposal"	means each and every signed proposal form, attachments and all other information given to **Us** in connection with this policy.
"Retired Director"	means any natural person who, during the **Policy Period**, stopped being a **Director** or **Outside Entity Director**, for any reason other than disqualification or dismissal from employment or office.
"Security" or **"Securities"**	means any security representing a debt of or equity interest in the **Company**.

Securities Claim" means any legal proceeding or action (but not an administrative or regulatory proceeding against, or inquiry or investigation of, the **Company**) or written assertion of a right to a remedy or other relief, brought or made against the **Company** alleging a violation of any country's laws regulating **Securities**, resulting from:

(i) the purchase or sale or offer or solicitation of an offer to purchase or sell **Securities**; or

(ii) a **Shareholder's** interest in **Securities**; or

(iii) a derivative action brought on behalf of the **Company** by a **Shareholder**.

Securities Claim shall not include any claim by an **Insured Person** or an **Employee** alleging, arising out of, based upon or attributable to the loss of, or the failure to receive or obtain, the benefit of any **Securities** (including any warrants or options).

"Shareholder" means any entity or natural person that owns **Securities** in the **Company**.

"Shareholder Pollution Action" means a written notice or demand seeking damages or other relief, brought or made against a **Director** and / or the **Company** by a **Shareholder**, alleging a breach of duty resulting from the discharge, dispersal, release, or escape of **Pollutants**.

"Short Rate Premium" means:

(i) 40% of the premium specified in Item 8 of the Schedule where this policy is terminated within 0 – 90 days from inception;

(ii) 70% of the premium specified in Item 8 of the Schedule where this policy is terminated within 91 – 180 days from inception;

(iii) 90% of the premium specified in Item 8 of the Schedule where this policy is terminated within 181 – 270 days from inception; and

(iv) 100% of the premium specified in Item 8 of the Schedule where this policy is terminated later than 270 days from inception,

in accordance with H23 "*Termination*".

"Subsidiary" means a company in which the **Policyholder** directly or indirectly:

(i) controls the composition of the board of directors;

(ii) controls more than half of the shareholder voting power; or

(iii) holds more than half of the issued share capital.

"Trustee" means any natural person named as a trustee of a pension, retirement or provident fund established for the benefit of the **Employees** of the **Company**.

"U.S. Claim" means a **Claim** brought or maintained within the jurisdiction of, or based upon any laws of, the United States of America, its states, localities, territories or possessions.

"We" or **"Us"** means the insurer written in Item 9 of the Schedule.

F. SPECIFIC PROVISIONS RELATING TO SECURITIES COVER

1. Initial Securities Offering, Listing or Trading An **Insured** may be entitled to an extension of cover under Section C7 "*Initial Securities Offering, Listing or Trading*" beyond the automatic thirty (30) day period that section provides if:

(i) during the **Policy Period**, the **Company** makes an initial public or private offering of **Securities** in any jurisdiction (other than in the United States of America, Canada or any of their territories or possessions); and

(ii) **We** receive a written request from the **Policyholder** within thirty (30) days of the **Securities** having been offered, listed or traded, seeking an extension of cover under Section C7; and

(iii) **We** are provided with a copy of any prospectus, offering statement or other regulatory filing as soon as it becomes publicly available, together with any other information relating to the **Securities** which have been offered, listed or traded that **We** may reasonably require; and

(iv) the **Policyholder** accepts the terms of any offer **We** may make.

If **We** do not receive a request in accordance with this part, cover under Section C7 will automatically lapse and there will be no cover in relation to such offering upon expiry of the thirty (30) day period.

For the avoidance of doubt, if the **Company** makes an initial public or private offering of **Securities** during the **Policy Period** in the United States of America, Canada or any of their territories or possessions, the **Policyholder** may ask **Us** to cover **Payments** and / or **Defence Costs** resulting from any **Management Error Claim** and / or **Securities Claim** in connection with that initial public or private offering. **We** do not guarantee that **We** will agree to any request **We** receive under this part. Before **We** make a decision, **We** will need to see a copy of any prospectus, offering statement or other regulatory filing as soon as it becomes publicly available, together with any other information relating to the offered **Securities** that **We** may reasonably require. Once **We** have considered that information **We** will confirm whether **We** are prepared to provide cover under this part and the terms upon which **We** are prepared to do so.

2. Secondary Securities Offering

If the **Company** makes a secondary offering of **Securities** during the **Policy Period**:

(i) in the United States of America, Canada or any of their territories or possessions; or

(ii) in a jurisdiction where **Securities** are already traded and such offering of **Securities** represents more than fifty percent (50%) of the total issued and outstanding share capital of the **Company** at the date of the offering or is more than USD 250,000,000 in value;

the **Policyholder** may ask **Us** to cover **Payments** and / or **Defence Costs** resulting from any **Management Error Claim** and / or **Securities Claim** in connection with that secondary offering.

We do not guarantee that **We** will agree to any request **We** receive under this part. Before **We** make a decision, **We** will need to see a copy of any prospectus, offering statement or other regulatory filing as soon as it becomes publicly available, together with any other information relating to the offered **Securities** that **We** may reasonably require. Once **We** have considered that information **We** will confirm whether **We** are prepared to provide cover under this part and the terms upon which **We** are prepared to do so. If **We** provide cover pursuant to any requests made under this part, the Exclusion under Section G12 "*Secondary Securities Offering*" would be deemed deleted with respect to the most recently completed offering of **Securities**.

G. EXCLUSIONS

We shall not be liable to make any payment under any insurance protections or extended insurance protections:

1. *Bodily Injury and Property Damage* — for bodily injury, sickness, disease or death of any person (except for compensatory damages for emotional distress in respect of **Employment Practice Error**) or for the damage, destruction or loss of use of any property.

   This Exclusion shall not apply to the cover available under Section C5 "*Director Protection in the Event of an Occupational Health and Safety Action*".

2. *Conduct* — arising out of, based upon or attributable to any:

   (i) dishonest or fraudulent act or omission; or

   (ii) advantage or profit to which the **Insured** was not legally entitled,

   in the event that any of the above is established by final adjudication of a judicial or arbitral tribunal or any admission by the **Insured Person**.

   Please refer to Section H2 "*Severability, Reliance and Consequences*" for additional terms applicable to this Exclusion.

3. *U.S. Claims* — arising out of, based upon or attributable to any **U.S. Claim** brought by or on behalf of a **Director**, the **Company** or an **Outside Entity**, or by any director of those companies, except for a **U.S. Claim**:

   (i) brought or maintained as a shareholder derivative action on behalf of the **Company** or an **Outside Entity**, and which has not been encouraged by or brought with the voluntary (rather than legally required) intervention, assistance or active participation of a **Director** or **Outside Entity Director**;

   (ii) brought by a **Director**, **Retired Director** or **Outside Entity Director** alleging **Employment Practice Error**;

   (iii) brought or maintained by a **Director**, **Retired Director** or **Outside Entity Director** for contribution or indemnity, if the **U.S. Claim** directly results from another **Claim** otherwise covered by this policy;

   (iv) brought by a **Retired Director**, **Employee** or **Outside Entity Director**;

   (v) made by an insolvency administrator, receiver, trustee or liquidator either directly or derivatively on behalf of the **Company** or an **Outside Entity**; or

   (vi) brought by an **Insured Person** in their capacity as a member or beneficiary of any pension, retirement or provident benefit fund established for their benefit by the **Company** or an **Outside Entity**.

   This Exclusion shall not apply to **Defence Costs**.

4. *Important Change* — arising out of, based upon or attributable to any **Management Error** or **Employment Practice Error** which takes place after an **Important Change** during the **Policy Period**, unless **We** have agreed to provide this cover in accordance with Section H5 "*Important Changes to the Company*".

5. *Prior Known Claims and Circumstances* — arising out of, based upon or attributable to facts alleged or contained in any **Claim** which has been reported or in any **Circumstance** of which notice has been given under any policy of which this policy is a renewal or replacement or which it may succeed in time.

6. Professional Services — arising out of, based upon or attributable to any error or omission in the provision of **Professional Services**.

This Exclusion shall not apply to any derivative **Claim** made against an **Insured Person** alleging a failure to supervise those who performed or failed to perform such **Professional Services**.

7. Pollution — arising out of, based upon or attributable to any discovery, discharge, dispersal, release or escape of **Pollutants**.

This Exclusion shall not apply to cover provided under Section C6 "*Protection in the Event of a Pollution Action*".

8. Product Liability — for the actual or alleged failure or defects of any product.

9. Trustees — arising out of, based upon or attributable to any act or omission by an **Insured** as a trustee, fiduciary or administrator of an employee pension, profit sharing or employee benefit programme which is not sponsored by the **Company**.

10. Employment Retirement Income Security Act (ERISA) — arising out of, based upon or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA) and any applicable amendments made, or similar provisions of any federal, country, state, territory or local statutory law or common law in the United States of America or Canada or any of their territories or possessions.

11. Securities Exchange Commission Act (SEC) — arising out of, based upon or attributable to any actual or alleged violation of the Securities Act of 1933 (USA), the Securities Exchange Act of 1934 (USA), any rules or regulations of the Securities and Exchange Commission (USA), and any rules or regulations of other federal, country, state, territory, local or provisional statute in the United States of America or Canada or any of their territories or possessions relating to securities.

12. Secondary Securities Offering — arising out of, based upon or attributable to any secondary offering by the **Company** of **Securities** in the United States of America, Canada or any of their territories or possessions; or in any jurisdiction if such offering of **Securities** represents more than fifty percent (50%) of the total issued and outstanding share capital of the **Company** at the date of the offering or is more than USD 250,000,000 in value.

13. Liabilities not Covered — for:

(i) the cost of obeying a court order which requires the **Insured** either to do something or not to do something;

(ii) taxes;

(iii) anything that is legally uninsurable;

(iv) compensation due for contractual or statutory periods of notice;

(v) anything to which a **Director** or **Employee** claims to be entitled to in connection with their employment by the **Company** (except in respect of **Employment Practice Error**);

(vi) any increase in consideration or price paid for securities in a mergers and acquisition transaction; or

(vii) civil or criminal fines / penalties imposed on an **Insured** by a court, tribunal, or regulator.

14. Major Shareholder brought by or on behalf of, whether directly or indirectly, any individual or entity that owns or controls twenty percent (20%) or more of the issued and outstanding voting share capital of the **Company**.

H. GENERAL PROVISIONS

1. Proposal The **Proposal** forms part of, and is the basis of, this policy or any policy of which this policy is a renewal.

2. Severability, Reliance and Consequences With respect to the contents of the **Proposal** and for the purposes of the application of the Exclusion under Section G2 "*Conduct*", no statements made, nor any information or knowledge possessed by any **Insured Person**, nor any **Management Error** or **Employment Practice Error** of any **Insured Person**, shall be imputed to any other **Insured Person**.

Only statements made and knowledge possessed by a chairman of board, chief executive officer, chief operating officer, chief financial officer or chief legal officer (or equivalent positions) of the **Company** shall be attributed to the **Company**, and the knowledge of the same officers of the **Policyholder** shall be attributed to the **Company**.

3. Consent An **Insured** shall not, in respect of any **Claim**, admit or assume any liability, enter into any settlement agreement, or consent to any judgment, without **Our** prior written consent, which **We** will not unreasonably withhold. Only judgments resulting from **Claims** defended in accordance with this policy shall be recoverable as a **Payment** under this policy. If any **Insured** shall compromise or settle any **Claim** or potential **Claim** without **Our** prior written consent, in a manner that limits or precludes recovery or recourse against such **Insured** or assets of or in the possession of such **Insured**, and/ or expressly or effectively preserves for or provides to a claimant or potential claimant recourse against this policy or **Us**, this policy shall afford no cover in connection with that **Claim** or potential **Claim**.

4. Terms applying to all Discovery Periods Neither an **Insured** nor any **Retired Director** will be entitled to, or have the benefit of, any **Discovery Period** if:

(i) an additional premium for a **Discovery Period** as required has not been paid to **Us**; or

(ii) this policy is replaced with any other policy providing Directors and Officers or Management Liability cover.

Once purchased, a **Discovery Period** cannot be cancelled. The **Policyholder** agrees that any additional premium paid for a **Discovery Period** is fully earned at the start of such **Discovery Period** and is not refundable.

5. Important Changes to the Company If there has been an **Important Change** during the **Policy Period**, the **Policyholder** may ask **Us** to provide cover against **Claims** resulting from **Management Error** or **Employment Practice Error** which takes place after the **Important Change**.

We do not guarantee that **We** will agree to any request **We** receive under this part. Before **We** make a decision, **We** will need to understand the **Important Change** and will need to be provided with information about the **Important Change** for that purpose. Once **We** have considered that information **We** will confirm whether **We** are prepared to provide cover under this part and the terms upon which **We** are prepared to do so.

6. Cover for Insureds

The **Limit of Liability** is the maximum amount **We** will pay for all **Payments**, **Defence Costs** and **Emergency Costs** combined in respect of all **Claims** made against all **Insureds** under all insurance protections and extended insurance protections, except cover under Section A4 "*Non-Executive Directors*".

We shall have no liability in excess of such limits irrespective of the number of **Insureds** or **Claims** made during the **Policy Period** or applicable **Discovery Period**, including **Claims** or related **Claims** which are accepted as made during the **Policy Period** pursuant to Section D4 "*Related Claims / Single Claims*".

Each sublimit of liability written in Item 5 of the Schedule is the most **We** will pay for all **Payments** and **Defence Costs** combined in respect of any insurance protection or extended insurance protection to which it applies.

Payments, **Defence Costs** and **Emergency Costs** paid under all insurance protections and extended insurance protections (other than Section A4) reduce the **Limit of Liability**.

7. Cover for Outside Entity Directors

An **Outside Entity Director** is entitled to cover in accordance with Section A3 "*Outside Entity Director*" but only in excess of any other insurance available to the **Outside Entity Director** and any indemnification provided by the **Outside Entity**.

If for whatever reason the **Outside Entity** fails or refuses to indemnify an **Outside Entity Director**, **We** will, as applicable, make **Payments** and / or advance **Defence Costs** on behalf of an **Outside Entity Director**, but only in excess of any other insurance available to the **Outside Entity Director**, and provided such other insurance has been exhausted.

8. Cover for Non-Executive Directors

A **Non-Executive Director** is entitled to additional cover in accordance with Section A4 "*Non-Executive Directors*" but only in excess of the **Limit of Liability** and any other insurance or indemnification available to the **Non-Executive Director**.

Once the **Limit of Liability** and any other insurance or indemnification available to a **Non-Executive Director** have been exhausted, the maximum amount **We** will pay for all **Payments** and / or **Defence Costs** covered under Section A4 is the amount written in Item 6 of the Schedule.

Payments and / or **Defence Costs** paid under Section A4 reduce the amount of cover available under Section A4 for all **Non-Executive Directors**.

9. Presumptive Indemnification and Deductible

In the event and to the extent that the **Company** is permitted or required to indemnify an **Insured Person** in respect of a **Claim**, but for whatever reason fails or refuses to do so, **We** will, as applicable, make **Payments** and / or advance **Defence Costs** on behalf of an **Insured Person**. **We** will then collect from the **Company** any **Deductible** which would have applied had **We** reimbursed the **Company** for **Payments** and / or **Defence Costs** it could have made.

We will not ask the **Company** to bear a **Deductible** in respect of a **Claim** brought against an **Insured Person** if:

(i) the **Company** can reasonably show **Us** that it cannot cover **Payments** and / or **Defence Costs** because (a) it is not legally permitted in accordance with the applicable law, by-law or charter of such **Company**, or indemnity agreement between the **Insured Person** and the **Company** (but only in relation to **Claims** made against such **Insured Person**); or (b) the **Company** is financially unable because of insolvency; or

(ii) the **Claim** is brought against the **Insured Person** by the **Company**;

We also will not ask the **Company** to bear a **Deductible** in respect of a **Claim** brought against any **Insured** if there is a determination of **No Liability**;

In all other cases the **Deductible** for a **Claim** must be paid, and the **Company** is deemed to have reimbursed **Payments** and / or **Defense Costs** on behalf of an **Insured Person** where Section A1 "Management Error" and A2 "Employment Practice Error" will not be applicable. If the **Deductible** is not paid, **We** will be entitled to reduce the amount of any payment due to an **Insured** under this policy by the amount of the **Deductible**.

The **Deductible** is not applicable to **Non-Indemnifiable Loss**.

10. How We will advance Defence Costs

We will advance **Defence Costs**:

(i) once the **Deductible** (if one applies) has been exhausted;

(ii) within thirty (30) days of **Us** receiving an invoice for the **Defence Costs** which **We** consider is sufficiently detailed; and

(iii) until final resolution of the allegation(s) made in the **Claim** to which the **Defence Costs** apply.

11. Defence Costs and the "CONDUCT" Exclusion

Except in cases of emergency (when Section C1 "*Emergency Costs"* applies) an **Insured** agrees not to incur any **Defence Costs** without **Our** written consent, which **We** will not unreasonably withhold, and **We** shall not be liable for any **Defence Costs** incurred prior to such consent.

We will stop paying **Defence Costs** in the event the conduct described in the Exclusion under Section G2 "*Conduct*" is established by final adjudication of a judicial or arbitral tribunal or any admission by the **Insured Person**. At that point, the **Insured** will become liable, severally accordingly to their respective interest, to repay any **Defence Costs We** have paid if **We** ask the **Insured Person** or the **Company** to repay them to **Us**.

12. How Defence and Settlement will be Conducted

The **Insured** shall have the right and duty to defend and contest any **Claim** made against them. **We** shall be entitled to participate fully in the defence and in the negotiation of any settlement that involves or appears reasonably likely to involve **Us** and the **Insured** shall provide all reasonable assistance and co-operation in giving to **Us** the information **We** require to do so.

We will accept as reasonable and necessary the retention of separate legal representation to the extent required by a material conflict of interest between any **Insureds**.

If a **Claim** is made against an **Insured Person** by the **Company**, **We** shall have no duty or obligation to communicate with any other **Insured Person** or the **Company** in relation to that **Claim**.

With respect to any **Claim** other than a **U.S. Claim** which is brought against an **Insured Person** by or on behalf of:

(i) the **Company**; or

(ii) an **Outside Entity** in which such **Insured Person** serves or served as an **Outside Entity Director**,

We shall have the right and duty to defend and contest any such **Claim** made against the **Insured Person**. In the event **We** decide that legal representation is necessary, then the **Insured Person** shall select one of the laws firms approved by **Us** to provide such legal representation.

13. Allocation

If an **Insured** becomes involved in a **Claim** which is made against both covered and non-covered parties and / or involves both covered matters and matters not covered under this policy, **We** will have no obligation to make a payment to the **Insured** for that part of the **Claim** which is not covered under this policy.

Where any **Claim** involves both covered matters and matters not covered by this policy, a fair and proper allocation of any **Defence Costs**, judgments and / or settlements shall be made between the **Insured Person**, the **Company** and **Us**, taking into account the relative legal and financial exposures attributable to covered matters and matters and / or parties not covered under this policy.

With respect to: (i) **Defence Costs** jointly incurred by; (ii) any joint settlement entered into by; and / or (iii) any judgment of joint and several liability against, an **Insured Person** and the **Company** in connection with any **Claim** (other than a **Securities Claim** or **Company Employment Practice Error Claim** if applicable), the **Insured Person**, the **Company** and **We** agree to use our best efforts to determine a fair and proper allocation of the amounts as between the **Insured Person**, the **Company** and **Us**, taking into account the relative legal and financial exposures and the relative benefits obtained by the **Insured Person** and the **Company**.

14. Order of Payments

All payments under this policy shall be paid in the following order of priority:

(i) for cover provided by Section A *"DIRECTOR INSURANCE PROTECTIONS"*; then,

(ii) for cover provided by Section C *"EXTENDED INSURANCE PROTECTIONS"*;

then, at the written request of the Chief Executive Officer or equivalent of the **Policyholder**, **We** will either pay or withhold any remaining balance of the **Limit of Liability** for **Payments** and / or **Defence Costs** for cover provided by Section B "*COMPANY INSURANCE PROTECTIONS*".

The bankruptcy or insolvency of any **Insured** will not change the order of priority set out in this part.

15. Subrogation

We shall be subrogated to all **Insureds'** rights of recovery, contribution and indemnity which exist after any payment **We** make under this policy. The **Insureds** shall do nothing to prejudice such rights and agree to do everything reasonably necessary to preserve, protect and help **Us** exercise **Our** rights of subrogation.

We shall not exercise **Our** rights of subrogation against an **Insured Person** in connection with a **Claim** but reserve **Our** rights to do so if **We** can establish that the Exclusion under Section G2 "*Conduct*" applies to that **Claim** and that **Insured Person**.

16. Confidentiality

This policy is confidential between each and every **Insured** and **Us**. Disclosure of its contents to any natural person or entity will require **Our** written approval.

17. Other Insurance

Where the law allows, the cover this policy provides shall only apply over and above the valid and collectible limit of liability available to the **Insured** under any other liability insurance policy.

18. Notice and Authority

The **Policyholder** may acts in its own capacity in accordance with laws and regulations or, if authorized by the **Insured**, acts on behalf of each and every **Insured** in connection with the giving and receiving of notices under this policy, including the giving of notice of any **Claim**, the payment of premiums due under this policy, the receipt and acceptance of any endorsements to form part of this policy, dispute resolution, payments to any **Insured** and the exercising or declining to exercise any right to a **Discovery Period**.

For the avoidance of doubt and not withstanding the above, each **Insured** shall have the right to act on their own in respect to reporting a **Claim** covered under this policy.

19. Assignment

This policy and the rights it creates cannot be assigned without **Our** written consent.

20. Territory and Jurisdiction

This policy applies to **Management Error** and **Employment Practice Error** which takes place anywhere in the world.

21. Dispute Resolution

Any dispute between **Us** and the **Policyholder** regarding the interpretation of this policy which cannot be resolved by agreement between **Us** and the **Policyholder** within six (6) months, shall be referred to litigation. The Taipei District Court shall be the only competent court of first instance if litigation is brought to resolve any disputes and differences in connection with this policy. Each party shall bear its own costs of the litigation.

22. Policy Interpretation

The interpretation of this policy relating to its construction, validity, or operation shall be determined in accordance with the laws of Taiwan R.O.C.

Any terms of this policy which are in conflict with the statutes or regulation of Taiwan, R.O.C. shall be amended to conform to such statutes or regulation. Any provision of this policy which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, but that shall not invalidate the remaining provision of this policy.

No amendment to this policy shall be effective unless it is written.

Titles of these paragraphs are for convenience only and do not lend any meaning to this contract. Words in "**BOLD"** typeface have special meanings and are defined under Section E "*Definition*" of this policy.

23. Termination

This policy may be terminated by the **Policyholder** at any time (except where a **Circumstance** or **Claim** has been notified to **Us** during the **Policy Period**). The policy will be terminated from the date such instructions are received by **Us**. The notice of termination must be in writing and sent to **Our** address which is detailed in Item 9 of the Schedule. In the event of termination, **We** will retain the **Short Rate Premium** for the period this policy has been in force.

In the event that payments made by **Us** under this policy have exhausted the **Limit of Liability**, this policy shall be terminated and the unearned premium shall not be refunded.

24. Rescission

We may not rescind this policy except for non payment of the premium (as detailed in Item 8 of the Schedule). This premium must be paid to **Us** within sixty (60) days from the start of the **Policy Period**. If the **Policyholder** does not comply with this condition, **We** reserve **Our** rights to void this policy in its entirety ab initio.

備查文號：**103.09.15(103)企字第 200-543 號**
免費申訴電話：**0800-212-880**

國泰產物 Crisis Management Cover - in addition to Limit of Liability

It is hereby understood and agreed that this policy is amended to include Crisis Management Cover pursuant to the terms and conditions set forth below:

A. Additional Section C Extended Insurance Protection

Crisis Management Costs

Crisis Management Costs Cover	**We** shall reimburse **Crisis Management Costs** up to a limit of **US$ 100,000** (in the aggregate), which shall be in addition to the **Limit of Liability** and not withstanding Section H6 "*Cover for Insureds*", regardless of the number of **Crisis Management Events** occurring during the **Policy Period**, but only upon receipt by **Us** of a written request from the **Policyholder** received within thirty (30) days of those **Crisis Management Costs** being incurred. None of the **Deductibles** written in Item 7 of the Schedule shall apply to the cover available under this endorsement.

B. Additional Section E Definitions

Solely in respect of this endorsement, the following Definitions are added to the policy:

"Crisis Management Costs" means reasonable fees, costs and expenses (excluding the remuneration of any **Insured Person**, cost of their time or costs or overheads of the **Company**) of the **Crisis Management Firm** in the performance of **Crisis Management Services**, including reasonable costs of printing, advertising, mailing, materials and travel by the **Crisis Management Firm**:

(i) incurred by the **Company** during the pendency of or within ninety (90) days prior to and in anticipation of, the **Crisis Management Event**; and

(ii) regardless of whether a **Claim** is ever made against an **Insured** arising from the **Crisis Management Event**; and

(iii) in the case where a **Claim** is made against an **Insured**, regardless of whether such fees, costs and expenses are incurred prior to or subsequent to the making of the **Claim**.

"Crisis Management Event" means an **Unsolicited Takeover Bid** or one of the following events which, in the good faith opinion of the Chief Financial Officer of the **Company**, did cause or is reasonably likely to cause, a **Material Effect on Company Securities**:

(1) Negative earning or sales announcement

The public announcement of the **Company's** past or future earnings or sales, which is substantially less favorable than any of the following: (i) the **Company's** prior year's earning or sales for the same period; (ii) the **Company's** prior public statements or projections regarding earnings or sales for such period; or (iii) an outside securities analyst's published estimate of the **Company's** earnings or sales.

(2) Loss of a patent, trade mark or copyright or major customer or contract

The public announcement of an unforeseen loss of: (i) the **Company's** intellectual property rights for a patent, trade mark or copyright, other than by expiration; (ii) a major customer or client of the **Company**; or

(iii) a major contract with the **Company**.

(3) Product recall or delay

The public announcement of the recall of a major product of the **Company** or the unforeseen delay in the production of a major product of the **Company**.

(4) Mass tort

The public announcement or accusation that the **Company** has caused the bodily injury, sickness, disease, death or emotional distress of a group of persons, or damage to or destruction of any tangible group of properties, including the loss of use thereof.

(5) Employee layoffs or loss of key executive officer(s)

The public announcement of employee layoffs, or the death or resignation of one or more key executive officer(s) of the **Company***.*

(6) Restatement of financial statement

The public announcement of a restatement of the **Company's** previously filed financial statement.

(7) Elimination or suspension of dividend

The public announcement of the elimination or suspension of a regularly scheduled dividend previously being paid by the **Company**.

(8) Write-off of assets

The public announcement that the **Company** intends to write off a material amount of its assets.

(9) Debt restructuring or default

The public announcement that the **Company** has defaulted or intends to default on its debt or intends to engage in a debt restructuring.

(10) Bankruptcy

The public announcement that the **Company** intends to file for bankruptcy protection or that a third party is seeking to file for involuntary bankruptcy on behalf of the **Company**; or the imminence of bankruptcy proceedings, whether voluntary or involuntary.

(11) Governmental or regulatory litigation

The public announcement of the commencement or threat of commencement of litigation or governmental or regulatory proceedings against the **Company**.

Provided, however, that **Crisis Management Event** shall not include any event relating to:

(A) any **Claim** which has been reported, or any **Circumstance** of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;

(B) any pending or prior litigation as of the policy inception date;

(C) the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;

(D) the hazardous properties of nuclear materials, provided, however, the foregoing shall not apply to any **Crisis Management Event** arising from the ownership of, operation of, construction of,management of, planning of, maintenance of or investment in any nuclear facility.

The descriptions in the headings of the **Crisis Management Event(s)** are solely for convenience and form no part of the terms and conditions of coverage.

A **Crisis Management Event** shall first commence when an **Insured** first becomes aware of the event and shall conclude at the earliest of the time when the **Crisis Management Firm** advises the **Insured** that the crisis no longer exists or when **Crisis Management Costs** have exhausted the limit of **US$100,000**.-

"Crisis Management Firm" shall mean the **Insured**, Pre-Approved Crisis Management Firm, or any public relations firm, law firm hired by the **Company** or **Insured Person** (s) to perform **Crisis Management Services** in connection with the **Crisis Management Event** which has been consented to by **Us**, the consent for which shall not be unreasonably withheld.

"Crisis Management Services" means those services performed by the **Crisis Management Firm** in advising the **Insured** on minimising potential harm to the **Company** arising from the **Crisis Management Event** including, but not limited to, maintaining and restoring investor confidence in the **Company**.

"Material Effect on Company Securities" means the following:

(i) within a period of two trading days, the price per share of **Company Securities** listed on the Taiwan Stock Exchange or the GreTai Securities Market shall decrease by the greater of ten percent (10%) per share or ten percent (10%) net of the change in the Taiwan Weighted Composite Index; or

(ii) For Emerging Stocks traded on Over-the-Counter Markets in Taiwan, within a period of 24 hours, the price per share of **Company Securities** shall decrease by the greater of twenty percent (20%) per share

"Unsolicited Takeover Bid" means an unsolicited written offer or bid by any person or entity other than an **Insured** or any affiliate of any **Insured**, whether publicly announced or privately made to the **Insured**, that will cause an **Important Change** to occur.

Subject otherwise to the terms, exclusions and conditions of this policy.

備查文號：103.09.15(103)企字第 200-545 號
免費申訴電話：0800-212-880

國泰產物 Intellectual Property Exclusion

It is hereby understood and agreed that the following Intellectual Property Exclusion shall be added to Section G "*Exclusions*" of this policy:

Intellectual Property arising out of, based upon or attributable to any matter related to plagiarism, misappropriation of a trade secret or infringement of any patent, copyright, trademark, trade dress, trade name, service mark, or other intellectual property.

Subject otherwise to the terms, exclusions and conditions of this policy.

備查文號：103.09.15(103)企字第 200-546 號
免費申訴電話：0800-212-880

國泰產物Directors & Officers Liability Insurance Policy Liabilities not Covered Amended - Contractual Liability and Employment-related Benefit Exclusion

It is hereby understood and agreed that the following Exclusions shall be added to Section G 13. Exclusions "Liabilities not Covered" of this policy:

Liabilities not Covered for:

(i) any actual or alleged liability of an Insured under any express employment contract or agreement; provided however, this exclusion shall not apply if the Insured would have had such liability even in the absence of such contract or agreement;

(ii) any obligation pursuant to any law or any regulation in any jurisdiction in respect of workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits or any similar law or regulation whatsoever; or

(iii) (a) . front pay, future loss, future damages or future economic relief; and / or

(b).any Employment-related Benefits to which the claimant would have been entitled as an Employee had the Insured provided the claimant with continuance, reinstatement or commencement of employment.

Solely in respect of this exclusion, the following Definition is added to this policy:

"Employment related Benefits"means:

(i) non-monetary benefits including but not limited to the allocation of a company car, travel allowance, mobile or landline telephone, medical insurance expenses, education and training allowances, equipment allowances; or

(ii) stock or share options; or

(iii) severance payments; or

(iv) bonus payments; or

(v) any other benefits or obligations owed to an Employee pursuant to employment.

Subject otherwise to the terms, exclusions and conditions of this policy.

備查文號：103.09.15(103)企字第 200-553 號
免費申訴電話：0800-212-880

國泰產物Directors & Officers Liability Insurance Policy-Discovery Period Protections Amended

It is hereby understood and agreed that Section C3 "**Discovery Period Protections**" is deleted in its entirely and replaced by the following：

Discovery Period Protections

If this policy is neither renewed nor replaced with similar cover at the expiry of the Policy Period:

(i) an Insured is entitled:

(a)automatically, to a Discovery Period of ninety (90) days; or

(b)upon receipt by Us of a written request from the Policyholder within thirty (30) days of the expiry of the Policy Period and payment of an additional premium of fifty percent (50%) of the premium, specified in the Schedule, to a Discovery Period of twelve (12) months;

(ii)a Retired Director is entitled, automatically, to a Discovery Period of eighty-four (84) months, at no additional premium.

This cover shall not apply if there has been an Important Change during the Policy Period or if this policy has been cancelled.

If there has been an Important Change during the Policy Period, an Insured may be entitled to a run-off Discovery Period of eighty-four (84) months, but only if:

(i)We receive a written request from the Policyholder within sixty (60) days of the expiry of the Policy Period; and

(ii)the Policyholder accepts the terms of any offer We may make.

Please refer to Sections H4 “Terms Applying to All Discovery Period” and H5 “Important Changes to the Company” for additional terms applicable to Discovery Periods.

Subject otherwise to the terms, exclusions and conditions of this policy.

備查文號：104.11.17（104）企字第 200-385 號

免費申訴電話：0800-212-880

國泰產物Directors & Officers Liability Insurance Sanction Limitation and Exclusion Clause

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

備查文號：109.11.19 國產精字第 1091100043 號

免費申訴電話：0800-212-880

Cathay Century Insurance Communicable Disease Exclusion

1.Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2.For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3.As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

備查文號：111.02.18 國產精字第 1110200020 號

免費申訴電話：0800-212-880

Cathay Century Insurance Cyber and Data Exclusion

1 Notwithstanding any provision to the contrary within the Policy or any endorsement to it, this policy does not apply to any insured event or claim caused by, arising out of, based upon, attributable to or connected with, directly or indirectly by:

1.1 any Cyber Loss, regardless of any other cause or event contributing concurrently or in any other sequence to it; or

1.2 any acquisition, collection, access or disclosure of Data by a person or entity, or in a manner, that is unauthorised.

Definitions

"Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

"Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

"Cyber Incident" means:

any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to

access, process, use or operate any Computer System.

"Cyber Loss" means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

"Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

備查文號：102.06.18(102)企字第 200-211 號

免費申訴電話：0800-212-880

國泰產物 Directors & Officers Liability Insurance Definition of Inquiry Amended Definition of Director Amended – to include all Employees

It is hereby understood and agreed that Definition Director (i)(d) is deleted in its entirety and replaced by the following:

(d) all Employees

備查文號：109.04.23 國產精字第 1090400025 號

免費申訴電話：0800-212-880

國泰產物 Directors　Officers Liability Insurance Policy Additional Excess Limit for Director

It is hereby understood and agreed that Section A4, H6 and H8 are deleted in its entirety and replaced by the following：

A. DIRECTOR INSURANCE PROTECTIONS:

4. Directors

We shall cover Non-Indemnifiable Loss up to the limit written in Item 6 of the Schedule resulting from a Claim against a Director.

None of the Deductibles written in Item 7 of the Schedule shall apply to the cover available under this part.

H. GENERAL PROVISIONS:

6. Cover for Insureds

The Limit of Liability is the maximum amount We will pay for all Payments, Defence Costs and Emergency Costs combined in respect of all Claims made against all Insureds under all insurance protections and extended insurance protections, except cover under Section A4 “Directors”.

We shall have no liability in excess of such limits irrespective of the number of Insureds or Claims made during the Policy Period or applicable Discovery Period, including Claims or related Claims which are accepted as made during the Policy Period pursuant to Section D4 “Related Claims / Single Claims”.

Each sublimit of liability written in Item 5 of the Schedule is the most We will pay for all Payments and Defence Costs combined in respect of any insurance protection or extended insurance protection to which it applies.

Payments, Defence Costs and Emergency Costs paid under all insurance protections and extended insurance protections (other than Section A4) reduce the Limit of Liability.

8. Cover for Directors

A Director is entitled to additional cover in accordance with Section A4 “Directors”but excess of the Limit of Liability and any other insurance or indemnification available to the Director.

Once the Limit of Liability and any other insurance or indemnification available to a Director have been exhausted, the maximum amount We will pay for all Payments and / or Defence Costs covered the amount written in Item 6 of the Schedule.

Payments and / or Defence Costs paid reduce the amount of cover available for all Directors.

Non-Indemnifiable Loss only means payments and / or defence Costs up to the limit written in Item 6 of the Schedule available to a Director and for which such Director cannot be reimbursed by the Company because (a) it is not legally permitted in accordance with the applicable law, by-law or charter of the Company, or indemnity agreement between the Director and the Company; or (b) the Company is financially unable because of insolvency.

Provided however, and solely for the purpose of this endorsement, director shall only mean any natural person (but not an external auditor or insolvency office-holder) who was, is or during the Policy Period becomes a director, managerial officer or member of a management board (whether executive or non-executive) or supervisor of the board of the Company.

Subject otherwise to the terms, exclusions and conditions of this policy.

備查文號：103.10.23（103）企字第 200-897 號

免費申訴電話：0800-212-880

國泰產物 Directors & Officers Liability Insurance Policy – Coverage Enhancement Endorsement

It is hereby understood and agreed that the following extended insurance protections are added to Section C. EXTENDED INSURANCE PROTECTIONS of this policy:

A. Additional Section C Extended Insurance Protection

Assets & Liberty	*Bail Bond and Civil Bond Premium, Prosecution Costs and Asset and Liberty Expenses* **We** shall cover: (i) **Bail Bond and Civil Bond Premium**; (ii) **Prosecution Costs**; and (iii) **Asset and Liberty Expenses** of each **Insured Person** This cover shall be subject to a **Deductible** of NIL
Crisis Costs and Public	*Crisis Costs and Public Relations Expenses*

Relations Expenses

We shall cover:

(i) **Crisis Costs**; and

(ii) **Public Relations Expenses**

of each **Insured Person** up to a limit of **NIL** (in the aggregate) incurred directly in connection with a **Claim** covered under any insurance cover of this policy first made during the **Policy Period**.

This cover shall be subject to a **Deductible** of NIL.

Deprivation of Assets Expenses

Deprivation of Assets Expenses

We shall cover **Deprivation of Assets Expenses** up to a limit of **US$50,000** (in the aggregate) arising from a **Claim** or **Inquiry** first made during the **Policy Period**.

This cover shall be subject to a **Deductibles** of NIL.

Extradition Proceedings

Extradition Proceedings

We shall cover **Payments, Defence Costs** and **Extradition Costs** resulting from extradition proceedings.

This cover shall be subject to a **Deductibles** of NIL.

Regulatory Crisis Event

Pre-Investigation Costs

We shall cover **Pre-Investigation Costs** of each **Insured Person** up to the limit written in Item 5 of the Schedule arising from **Regulatory Crisis Event**.

This cover shall be subject to a **Deductible** of NIL.

B. Additional Section E Definitions

Solely in respect of this endorsement, the following Definitions are added to this policy:

"Asset and Liberty Expense" means reasonable fees, costs and expenses incurred, with **Our** prior written consent, by an **Insured Person**, to defend any **Asset and Liberty Proceedings**.

"Asset and Liberty Proceeding" means an interim or interlocutory order or any proceeding brought against an **Insured Person** by any **Official Body** seeking:

(i) to disqualify an **Insured Person** from holding office as a director or officer;

(ii) confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of an **Insured Person**;

(iii) a charge over real estate property or personal assets of an **Insured Person**;

(iv) a temporary or permanent prohibition on an **Insured Person** from holding the office of or performing the function of a director or officer;

(v) a restriction of an **Insured Person's** liberty to a specified domestic residence or an official detention; or

(vi) deportation of an **Insured Person** following revocation of otherwise proper, current and valid immigration status for any reason other than such **Insured Person**'s conviction of a crime.

"Bail Bond and Civil Bond Premium"

Means the reasonable premium (but not collateral) for any bond or other financial instrument to guarantee an **Insured Person's** contingent obligation for a specified amount required by a court hearing a **Claim**.

"Crisis Costs"

means any reasonable professional fees, costs or expenses of any accredited:

(i) counsellor; or

(ii) tax advisor

retained by an **Insured Person** with **Our** prior written consent in respect of any **Claim**.

"Deprivation of Assets Expenses"

means the payment of the following services directly to the provider of such services in the event of an interim or interlocutory order confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an **Insured Person** or creating a charge over real property or personal assets of the **Insured Person** during the **Policy Period**:

(i) Schooling;

(ii) Housing;

(iii) Utilities;

(iv) Personal Insurances.

Such expenses will only be payable provided that a personal allowance has been directed by the court to meet such payment and such personal allowance has been exhausted.

Such expenses will be payable after thirty (30) days following the event above for a period of up to twelve (12) months.

“Extradition Costs”

means reasonable fees, costs and expenses incurred, with **Our** prior written consent:

(i) in ***any extradition proceedings or related appeal,*** any judicial review applications challenging the designation of any territory for the purposes of any extradition law, any challenge or appeal of any extradition decision by the responsible governmental authority, or any applications to the courts of the Republic of China or similar court in another jurisdiction; and

(ii)

(a). of any accredited crisis counsellor and/or tax advisor, retained by the **Insured Person**; and

(b). of public relations consultants retained by an **Insured Person** and incurred; in extradition proceedings brought against such **Insured Person**.

“Official Body”

means any regulator, government body, government agency, official trade body, or any other body that is empowered by statute to investigate the affairs of a **Company** or an **Insured Person**.

“Pre-Investigation Costs”

means the reasonable fees, costs, and expenses, incurred, with **Our** prior written consent for the principal purpose of:

(i) representing an **Insured** in connection with legal advisors retained in regards to a **Regulatory Crisis Event**, or

(ii) preparing a report (and any supplementary reports as necessary) to an **Official Body** in response to a **Regulatory Crisis Event**.

“**Pre-Investigation Costs**” shall not include the remuneration of any **Insured Person**, cost of their time or overhead of or any other costs of any **Company**.

“Prosecution Costs"

means reasonable fees, costs and expenses incurred, with **Our** prior written consent, by an **Insured Person**, to bring legal proceedings for a declaration and / or an injunction in connection with any **Asset and Liberty Proceedings**.

"Public Relations Expenses" means reasonable fees, costs and expenses incurred, with **Our** prior written consent, of public relations consultants retained by an **Insured Person** directly to mitigate the adverse effect or potential adverse effect on that **Insured Person's** reputation from a **Claim**, by disseminating findings made in a final judicial disposition of that **Claim** which exonerates the **Insured Person** from fault, liability or culpability.

"Regulatory Crisis Event" means:

(i) a raid on, or on-site visit to the **Company** which first takes place during the **Policy Period** by an **Official Body** that involves the production, review, copying or confiscation of documents or interviews of any **Insured Person**;

(ii) a public announcement relating to (i) above;

(iii) any formal written notification to an **Official Body** of a suspected material breach of an **Insured Person's** legal or regulatory duty;

(iv) the receipt by any **Insured** during the **Policy Period** from an **Official Body** of a formal notice which legally compels the **Insured** to produce documents to, or answer questions by, or attend interviews with that **Official Body**.

All other terms, conditions and exclusions remain unchanged.

備查文號：103.09.15(103)企字第 200-557 號

免費申訴電話：0800-212-880

Specific Matter Exclusion

It is hereby understood and agreed that the following "Specific Matter" Exclusion shall be added to Section G " Exclusions" of this policy.

"Specific Matter" arising out of, based upon or attributable to the designated matter declared in the "Schedule."

基於下列事件所產生或以其為基礎或原因者

a. **被保險人喪失清償能力、受破產管理、破產或清算所產生或以其為基礎或原因者；及/或**

b. **由被保險公司或董事之債權人或其代表人所提起者。**

c. **由受僱人或其代表人依據本款 a..所提起者.**

d. **民國 110 年台南廠關廠**

e. **網路事件、資訊安全、電子資料**

f. **民國 102 年與國防部採購乙案**

Subject otherwise to the terms, exclusions and conditions of this policy.

備查文號：112.01.18 國產精字第 1120100024 號

免費申訴電話：0800-212-880

Cathay Century Insurance Ukraine and Russia and Belarus Exclusion Clause

This policy does not provide any cover, and does not include any liability to pay any claim or provide any benefit hereunder, in respect of any risk related to Ukraine, Belarus and/or Russia.

---Following Blank---

國泰產物董監事與重要職員責任保險

保單號碼	150114DO01017 續保單號: 150113DO01031
一、 要保人	南緯實業股份有限公司
二、 要保人主要聯絡地址	台北市中山區林森北路 426 號 2 樓
三、 保險期間	自: 民國 114 年 01 月 12 日 至: 民國 115 年 01 月 12 日 以**要保人**主要聯絡地址所在地 12 時起算。
四、 保險金額（全年累計總額） 含所有承保事項及擴大承保事項(但另有約定者，不在此限)	US$1,000,000 (每一賠償請求及全年累計總額)
五、 分項保險金額 （一）公司僱傭行為賠償責任 （二）調查費用的保障 （三）與污染相關的抗辯費用 （四）危機管理費用 （五）資產及人身自由保障 （六）凍結資產費用 （七）主管機關危機事件的保障-調查前準備費用	（一）US$1,000,000.- （二）US$100,000.- （三）US$100,000.- （四）US$100,000.- (保額金額外加於保險金額外) （五）US$50,000.- （六）US$50,000.- （七）US$50,000.-
六、 超額保險的保險金額 所有董事的超額保障	US$100,000.- (每一賠償請求及全年累計總額)
七、 自負額（每一賠償請求） （一）公司有價證券賠償責任 （二）公司不當僱傭行為賠償責任 （三）公司的補償責任	US$50,000.-美加地區；US$25,000.-其他地區 US$50,000.-美加地區；US$25,000.-其他地區 US$50,000.-美加地區；US$25,000.-其他地區
八、 保險費	US$2,000.-
九、 本公司及其通訊地址	國泰世紀保險股份有限公司 台北市仁愛路四段 296 號

備註

此中文譯本僅供參考為主，保單效力需以國泰世紀產物股份有限公司所出具之董監事與重要職員責任保險英文保單為主

第一條　保險契約的構成

本公司及要保人以保單首頁第八項所載保險費的支付為對價，並以信賴要保文件(其為本保險契約的一部份)的陳述及受本保險契約條款的拘束為前提，同意下列條款之約定。

第二條　承保範圍

下列承保事項及擴大承保事項以保險期間內或本保險契約所約定的發現期間內初次向被保險人提出的賠償請求，且依本保險契約所約定的通知方式於約定期限內通知本公司者為限。

一 、承保事項

（一）被保險個人的保障

1. 不當管理行為責任

損害賠償及抗辯費用	本公司對於因不當管理行為賠償請求所致的損害賠償及抗辯費用負保險給付責任。

2. 不當僱傭行為責任

損害賠償及抗辯費用	本公司對於因不當僱傭行為賠償請求所致的損害賠償及抗辯費用負保險給付責任。

3. 外派董事責任

損害賠償及抗辯費用	本公司對於因外派董事賠償請求所致的損害賠償及抗辯費用負保險給付責任。 有關外派董事的其他約定，請參閱本保險契約第七條第七項「對外派董事的承保」之約定。

4. 非執行董事的超額保障

無法獲補償的損失	本公司以保單首頁第六項所載金額為限，對於因針對非執行董事提起的賠償請求所致的無法獲補償的損失負保險給付責任。 保單首頁第七項所載的自負額不適用於本承保事項。 有關本承保事項的其他約定，請參閱本保險契約第七條第八項「對非執行董事的承保」之約定。

（二）被保險公司的保障

1. 公司有價證券賠償責任

損害賠償及抗辯費用	本公司對於因公司有價證券賠償請求所致的損害賠償及抗辯費用負保險給付責任。

2. 公司僱傭行為賠償責任

損害賠償及抗辯費用	本公司以保單首頁第五（一）項所載金額為限，對於因公司僱傭行為賠償請求所致的損害賠償及抗辯費用負保險給付責任。

3. 公司的補償責任

公司代被保險個人給付之補償	本公司對於被保險公司代被保險個人所支出的損害賠償及抗辯費用負保險給付責任。

二、擴大承保事項

（一）緊急抗辯費用的保障

緊急抗辯費用	本公司以保險金額的百分之十為限，對於要保人於緊急抗辯費用產生後的三十日內以書面向本公司提出請求的緊急抗辯費用負保險給付責任。

（二）調查費用的保障

調查所致的抗辯費用	本公司以保單首頁第五（二）項所載金額為限，對於因調查所致之抗辯費用負保險給付責任。 保單首頁第七項所載的自負額不適用於本承保事項。

（三）發現期間的保障

	如本保險契約於保險期間終止後未續保或未被其他類似保險取代，應有下列發現期間的適用:
自動或選擇性加保發現期間	甲. 被保險人得享有 (一) 免費六十日的發現期間; 或 (二) 十二個月的發現期間，惟須以本公司於保險期間屆滿後三十日內收到要保人的書面請求及其所繳交之附加保險費為生效條件。附加保險費為保單首頁第八項所載保險費的百分之五十。
退休董事的發現期間	乙. 退休董事得免費享有七十二個月的發現期間。 但若被保險公司於本保險契約之保險期間內發生重大變更、或本保險契約於保險期間屆滿前被終止或解除者，則無上述甲、乙兩目發現期間之適用。
重大變更的發現期間	若被保險公司於保險期間內有重大變更，被保險人於符合下列條件時，得享有七十二個月的發現期間： 甲. 本公司於本保險契約終止後六十日內收到要保人之書面請求；且 乙. 要保人接受本公司所提出有關此發現期間的條件。 有關本承保事項的其他約定，請參閱本保險契約第七條第四項「適用於發現期間的條件」及第五項「重大變更」之約定。

（四）新取得及賣出從屬公司的保障

新取得、賣出從屬公司及其被保險個人的保障	本公司應依下列約定承保： 甲. 被保險公司於保險期間內所購買或設立並符合從屬公司定義的公司(且應持續符合從屬公司定義)，但僅限於發生在該公司被購入或設立後的不當管理行為或不當僱傭行為。 乙. 於保險期間內或保險期間開始前喪失從屬公司資格的公司，但僅限於發生在該公司不再符合從屬公司定義前的不當管理行為或不當僱傭行為。

（五）董事於勞工安全與健康賠償請求的保障

勞工安全與健康相關之抗辯費用	本公司對於因勞工安全與健康賠償請求所致的抗辯費用負保險給付責任。 保單首頁第七項所載自負額不適用於本承保事項。

（六）污染物訴訟的保障

與污染相關的抗辯費用	本公司以保單首頁第五（三）項所載金額為限，對於因污染訴訟所致的抗辯費用負保險給付責任。
股東污染訴訟	本公司對於因股東污染訴訟所致的損害賠償及抗辯費用負保險給付責任。

（七）有價證券初次發行、上市或交易的保障

初次發行、上市或交易所致的損害賠償及抗辯費用

若被保險公司於保險期間內在任何國家(但不包含美國、加拿大或兩者的屬地或領土) 初次以私募方式出售或公開發行有價證券，本公司對於符合下列所有條件且因不當管理行為賠償請求及/ 或公司有價證券賠償請求所致的損害賠償及抗辯費用負保險給付責任：

甲. 與該有價證券的初次公開發行或私募相關；且

乙. 該賠償請求是初次於該有價證券發行、上市或交易後三十日內或保險期間屆滿前(以較早發生者為準)所提出。

有關本承保事項的其他約定，請參閱本保險契約第五條第一項「有價證券的初次發行、上市與交易」之約定。

（八）有價證券再次發行的保障

再次發行所致的損害賠償及抗辯費用

若被保險公司於保險期間內進行有價證券之再次發行，本公司對於符合下列所有條件且因不當管理行為賠償請求及/ 或公司有價證券賠償請求所致的損害賠償及抗辯費用負保險給付責任：

甲. 於已發行過有價證券的國家（但不包含美國、加拿大或兩者的屬地或領土）再次發行有價證券；且

乙. 該再次發行之有價證券所表彰的發行股本未超過被保險公司在發行當日已發行股本的百分之五十，而且其價值未超過美金貳億伍仟萬元。

有關本承保事項的其他約定，請參閱本保險契約第五條第二項「有價證券的再次發行」之約定。

第三條　本保險契約的理賠申請程序及要件

一 、 被保險人對於何種賠償請求可要求本公司負保險給付之責 ？

賠償請求的提出與通知

本保險契約所提供的承保事項與擴大承保事項限於在保險期間內或所約定的發現期間內，初次對被保險人提出，且符合下列所有條件的賠償請求：

甲. 該賠償請求並非基於在保險期間開始前被保險人已知悉的危險情事；及

乙. 被保險人初次知悉該賠償請求後，於合理的時間內通知本公司，且在任何情況下，不得晚於：

(一) 保險期間屆滿後的六十日內；或

(二) 若有發現期間的約定，則為發現期間屆滿時。

二 、 當被保險人知悉危險情事時，應如何處理 ？

當知悉危險情事時

被保險人於保險期間內或所約定的發現期間內，得將已知悉的危險情事儘速通知本公司。被保險人為前述危險情事的通知時，應提供預期會導致賠償請求發生的理由、相關日期、狀況或事件、以及相關人員等詳細資料予本公司。

三 、 被保險人應如何將賠償請求或危險情事通知予本公司 ？

書面通知

有關賠償請求或危險情事的通知必須以書面為之。若通知係以郵寄方式為之，本公司同意以郵戳為憑，將寄發日視為本公司被通知賠償請求或危險情事的日期。

四、 關聯性賠償請求/ 單一賠償請求

關聯性賠償請求	若可歸因於下列事實或以之為基礎或原因的賠償請求係於保險期間或所約定的發現期間屆滿後被提出，則本公司同意以下列賠償請求初次提出或危險情事初次通知本公司的時間，視為此後續被提出之賠償請求已通知本公司的時間： 甲. 於保險期間或所約定之發現期間內初次提出，並已依照本保險契約約定通知本公司的賠償請求；或 乙. 已依照本保險契約約定通知本公司並經本公司同意的危險情事。
單一賠償請求	由繼續性、重覆性或相關性的情事或事件所產生或以之為基礎或原因的任何單一或多次賠償請求，應被視為單一賠償請求，且應適用單一保險金額及單一自負額。若有不同自負額的約定，則以較高者為準。 有關賠償請求的其他約定，請參閱本保險契約第七條第三項「同意」之約定。

第四條 用詞定義

本保險契約用詞定義如下：

一、危險情事	指任何被保險人可合理預期會導致賠償請求的情形或事故。
二、賠償請求	指以下各項賠償請求： 甲. 不當管理行為賠償請求。 乙. 不當僱傭行為賠償請求。 丙. 公司僱傭行為賠償請求。 丁. 外派董事賠償請求。 戊. 公司有價證券賠償請求。 己. 調查。 庚. 勞工安全與健康訴訟。 辛. 污染訴訟。 壬. 股東所提起的污染訴訟。 以上各賠償請求是各自獨立且不互相包含於其他賠償請求中。
三、被保險公司	指要保人及其從屬公司。
四、公司僱傭行為賠償請求	指被保險公司被指控有不當僱傭行為的書面請求、民事訴訟程序、仲裁、刑事訴訟程序、調查、訊問或主管機關的行政程序。
五、外部顧問	指由被保險公司以書面契約有償聘請的外部專家、外部商業顧問或外部產業顧問。
六、自負額	指保單首頁第七項所載之金額。
七、誹謗	指對非被保險人的自然人所為之書面或言詞誹謗行為。
八、抗辯費用	指經本公司事前書面同意，被保險人或其代表人對其所遭受之賠償請求進行調查、抗辯、和解或上訴而產生任何合理且必要之費用，包括為配合調查所作的準備或出席。但不包含對於任何被保險個人的薪資報酬或時間上的補償，或任何與被保險公司營運有關且固定的間接費用支出。
九、董事	指下列之人，但若其於本保險契約的保險期間開始前已遭被保險公司以不適任為由解任、解雇或免職者，則非本保險契約所稱的董事： 甲. 任何於過去、現在，或保險期間內擔任下列職位的自然人（但非為外部

稽核人員或破產管理人）：

(一) 被保險公司的執行或非執行董事、經理人或監察人；

(二) 與董事有相同職責的被保險公司高階主管；

(三) 無董事頭銜卻實質上行使被保險公司董事職權者，包含影子董事；或

(四) 符合下列任一條件的受僱人：

(i) 當行使被保險公司管理或監督之職務時；

(ii) 對該受僱人提出與不當僱傭行為賠償請求有關者；或

(iii) 在不當管理行為賠償請求中與其他董事並列為共同被告者。

乙. 董事的合法配偶，但僅限於對該董事所提起之不當管理行為賠償請求或不當僱傭行為賠償請求。

丙. 董事如死亡、喪失行為能力、無償債能力或破產時，其法定繼承人、遺產管理人或遺囑執行人、法定代理人或破產管理人，但僅限於對該董事所提起之不當管理行為賠償請求或不當僱傭行為賠償請求。

丁. 受託人。

戊. 非執行董事。

己. 法人董事（包括其自然人代表）。

十、發現期間　指保險期間屆滿後的一段期間。在此期間內，被保險人得將其基於保險期間屆滿前所發生的危險情事，而於此期間或保險期間內初次遭受的賠償請求通知本公司。

十一、緊急抗辯費用　指超出所適用的自負額，且符合下列所有條件的費用及支出：

甲. 已發生，但因情況緊急而合理地阻礙被保險人取得本公司事前的書面同意；且

乙. 為賠償請求的抗辯所產生；且

丙. 該費用為合理且經本公司事後承認。

十二、受僱人　指任一過去、現在或於保險期間內與被保險公司訂有僱傭契約的自然人（但非為董事、外部專業顧問、外部顧問、受被保險公司委託的獨立承包商或代理人）。

十三、不當僱傭行為　指被保險公司或外部機構於事實上或被指控其與過去、現在或未來的受僱人間有關之下列行為：

甲. 以違法、違反任何明示或暗示之書面僱傭契約、與僱傭有關之誤導陳述或廣告之方式，而不公平或不當解雇、解任或終止僱傭關係或合約之行為，無論其係實際發生或被推定有該行為之發生；

乙. 不當的未予僱傭或升遷、不公平的剝奪工作機會、不公平的懲戒、未授予職位或對受僱人的評量或考核有疏失；

丙. 工作場所之性騷擾，包含不受歡迎的與性有關的舉動、對性行為的要求或其他有關性方面的言語或肢體行動（使其構成僱傭條件之一或聘僱決定的基礎或創造不友善的工作環境）、任何種類的工作場所騷擾（包含被指控營造或允許具騷擾性的工作環境）；

丁. 侵犯隱私權；

戊. 誹謗；

己. 報復；

庚. 不當地施加精神上的痛苦；或

辛. 任何法律禁止的歧視待遇。

十四、不當僱傭行為賠償請求　指董事被指控有不當僱傭行為的書面請求、民事訴訟程序、仲裁、刑事訴訟程序、調查、訊問或主管機關的行政程序。

十五、 金融機構　指銀行、票據交換所、授信機構、證券投資信託事業、投資公司、投資顧問或管理人、投資基金或共同基金、私募基金或創業投資基金公司、股票經紀公司、保險公司或其他經行為地國家法令認定為金融機構者。

十六、重大變更　指下列任一情形：

甲. 要保人發生合併、被合併之情事、或賣出其所有或超過百分之七十五以上的資產予其他自然人或法人、團體及/ 或聯合團體；或

乙. 任何自然人或法人、團體及/ 或聯合團體直接或間接取得已發行股份總數所代表要保人改選董監事之投票權超過百分之五十。

十七、調查　指由政府機關對被保險公司的事務展開的正式調查、訴訟程序或訊問，並符合下列所有條件：

甲. 開始於保險期間；且

乙. 無論是董事或被保險公司被指名應接受調查，或任一董事被指名為證人；且

丙. 董事因其於被保險公司所擔任的職位，或由於其為被保險公司的法定代理人，而依法應接受調查者。

十八、被保險人　指被保險個人或被保險公司。

十九、被保險個人　指董事或外派董事。

二十、法人董事　指依據中華民國公司法第二十七條第一項及其所有增修條款的規定，於過去、現在或保險期間內被合法選任為被保險公司的董事或監察人的機構。

二十一、保險金額　指保單首頁第四項所載的金額。

二十二、不當管理行為　指下列任一情形：

甲. 董事或外派董事事實上或被指控其執行董事或外派董事職務時的作為、不作為、錯誤或誹謗；

乙. 董事或外派董事因其擔任被保險公司或外部機構的董事長或總經理職務而事實上或被指控有任何涉及中華民國證券交易法第二十條之一所規定的情事而遭受賠償請求的事件；或

丙. 董事或外派董事僅因其擔任董事或外派董事職位之故而遭受賠償請求的事件。

二十三、不當管理行為賠償請求　指董事被指控有不當管理行為的書面請求、民事訴訟程序、仲裁、刑事訴訟程序、調查、訊問或主管機關的行政程序。

二十四、無責任　指下列任一情形，但不適用於被保險人已達成任何形式和解的賠償請求：

甲. 經由駁回請求的聲請或簡易判決聲請，於實質審理前獲得對所有被保險人為無賠償責任之有利的終局判決確定；

乙. 所有被保險人於實質審理後，獲得無賠償責任之有利的終局判決確定；或

丙. 賠償請求因請求權人未受侵害而遭駁回或依約定駁回，且所有被保險人就該賠償請求未給付任何賠償。

二十五、非執行董事　指符合下列所有條件的人：

甲.　任何自然人於過去、現在或保險期間內為被保險公司董事會成員或監察人；及

乙.　於過去三年內：

(一) 未擔任被保險公司的經理人；且

(二) 未擔任被保險公司的受僱人；且

(三) 除擔任被保險公司的董事或監察人外，並未因提供任何其他服務而直接或間接從被保險公司收受額外的報酬。

二十六、無法獲補償的損失　指以保單首頁第六項所載金額為限，對於非執行董事的損害賠償及抗辯費用所為的保險給付。但僅限於非執行董事因下列情事的發生而無法自被保險公司得到補償者：

甲.　根據適用之法律、公司規章、公司章程或非執行董事與被保險公司間之補償協議不應被允許；或

乙.　被保險公司因喪失清償能力而財務困難致未能補償。

二十七、勞工安全與健康賠償請求　指涉及任何勞工安全與健康法律（包括但不限於中華民國的勞工安全衛生法）之不當管理行為賠償請求或外派董事賠償請求。

二十八、外部機構　指任何慈善或非以營利為目的之機構、或任何符合下列所有條件的公司：

甲.　未於美國或加拿大或兩者的屬地或領土註冊或設有營業處所；

乙.　其有價證券未於美國或加拿大或兩者的屬地或領土的證券交易市場掛牌或交易；

丙.　其有價證券未被要求需依法向美國證券交易委員會提出任何登記文件；

丁.　其無根據美國一九三四年證券交易法第十三條之規定向美國證券交易委員會提出報告的義務；

戊.　非金融機構

二十九、外派法人董事　指被保險公司於過去、現在或保險期間內，依據中華民國公司法第二十七條第一項及其所有增修條款的規定被合法選任為外部機構的董事或監察人。

三十、外派董事　指過去、現在或保險期間內經被保險公司的特定要求擔任外部機構之董事、經理人、監察人、受託人、主管或其他類似職務者，包括外派法人董事及其自然人代表。

三十一、外派董事賠償請求　指外派董事被指稱有不當管理行為或不當僱傭行為之書面請求、民事訴訟程序、仲裁、刑事訴訟程序、調查、訊問或主管機關的行政程序。

三十二、 損害賠償　指被保險人因賠償請求所致之：

甲.　經法院裁判或仲裁判斷應給付的：

(一) 損害賠償金。

(二) 特定倍數損害賠償金。

(三) 懲罰性損害賠償金（若其未違反法令而可為保險標的者）。

(四) 費用及支出，但以與本保險契約之承保範圍所承保之訴訟有關者為限。

乙.　經本公司事前書面同意的和解金。

三十三、要保人　指保單首頁第一項所載之法人。

三十四、保險期間　指保單首頁第三項所載之期間：其為

甲.　本保險契約起始日與結束日間之期間；或

乙. 若本保險契約提前終止時，則為本保險契約起始日與終止日間之期間。

三十五、污染物　指包括但不限於任何固體、液體、氣體、生物體、放射性物質或高溫刺激物、毒性或危險物質，或污染物，包含石棉、鉛、煙霧、蒸氣、灰塵、纖維、黴菌、孢子、真菌、微生物、煤灰、臭氣、酸、鹼、化學物質及廢料(包含回收、再製或再生處理之物質及核化物)。

三十六、污染訴訟　指因排出、散佈、釋放或洩漏污染物所致之不當管理行為賠償請求或外派董事賠償請求。

三十七、外部專業顧問　指與被保險公司以書面契約有償聘請的外部律師、會計師或稽核人員。

三十八、專業服務　指由被保險人或外部機構為獲取報酬或其他利益所提供的服務，或是貨物或產品的供給。

三十九、要保文件　指每一及所有經簽署的要保書、要保書的附件及其他提供予本公司而與本保險契約有關的資訊。

四十、 退休董事　指在保險期間內非以不適任為由被解任、解雇或免職而停止擔任董事或外派董事的自然人。

四十一、有價證券　指任何表彰被保險公司債權或股權的有價證券。

四十二、 公司有價證券賠償請求　指被保險公司被指控因下列事項違反任一國家規範有價證券的法律，而遭受任何法律訴訟程序（並非指對被保險公司的行政監理程序或調查），或主張賠償、補償或其他補助權利的書面請求：

甲. 為有價證券的買入、賣出、出價，或買入、賣出、出價的要約；

乙. 股東基於有價證券所生的利益；或

丙. 股東以被保險公司名義所提出的股東權益訴訟。

公司有價證券賠償請求並不包含任何由被保險個人或受僱人所主張、提起、以其為基礎、或可歸因於因其未能收取或獲得任何有價證券利益或其損失（包含認股證或選擇權）所提起者。

四十三、 股東　指任何持有被保險公司之有價證券的機構或自然人。

四十四、 短期保險費率　指若依據本保險契約第七條第二十三項「契約終止」的約定而終止本保險契約時，本公司將依下列百分比計收保險費：

甲. 如本保險契約於起保後零至九十天內終止，為保單首頁第八項所載保險費的百分之四十。

乙. 如本保險契約於起保後九十一至一百八十天內終止，為保單首頁第八項所載保險費的百分之七十。

丙. 如本保險契約於起保後一百八十一天至二百七十天內終止，為保單首頁第八項所載保險費的百分之九十。

丁. 如本保險契約於起保後二百七十一天以後終止，為保單首頁第八項所載保險費的百分之百。

四十五、股東污染訴訟　指因污染物排出、散佈、釋放或洩漏，而由股東指控董事及/ 或被保險公司之義務違反，所提出的書面通知、損害賠償或其他補償的請求。

四十六、從屬公司　指於保險期間開始時，要保人直接或間接取得下列任一權利的機構：

甲. 控制其董事會的組成；

乙. 控制過半數股東表決權；或

丙. 持有過半數已發行股份。

四十七、受託人　指被受託管理被保險公司因受僱人利益所成立的年金、退休金或福利基金的自然人。

四十八、美國地區賠償請求　指在美國各州及其屬地或領土內所提出、或基於前述地區之法律所提出的賠償請求。

四十九、本公司　指保單首頁第九項所載的保險公司。

第五條 有價證券承保事項的特殊條款

一、有價證券的初次發行、上市與交易

被保險人於符合下列所有條件時，得有權延長本保險契約第二條第二項第（七）款「有價證券初次發行、上市或交易的保障」所約定三十天的期限：

甲. 於保險期間內，被保險公司在美國、加拿大或兩者的屬地或領土以外地方初次以私募方式出售或公開發行有價證券； 且

乙. 本公司於有價證券已發行、上市或交易之日起三十天內，收到要保人要求延長本保險契約第二條第二項第（七）款所約定之期限的書面請求；且

丙. 當有價證券可公開交易時，應立即提供本公司相關的公開說明書、發行公告或其他依法令應備置的文件，以及其他經本公司認為合理必要且與已發行、上市或交易之有價證券有關的資訊；且

丁. 要保人接受本公司所提出的承保條件。

若本公司未收到符合上述條件的請求，則本保險契約第二條第二項第（七）款所約定的三十日期間將於屆滿後自動失效，且不提供任何保障予該次發行。

為避免疑慮，若被保險公司於保險期間內在美國、加拿大或兩者的屬地或領土初次以私募方式出售或公開發行有價證券，則要保人得請求本公司承保與該發行有關之不當管理行為賠償請求及/ 或公司有價證券賠償請求所致的損害賠償及抗辯費用。本公司並不保證將同意要保人基於前述約定所提出的所有請求。於本公司決定同意與否之前，要保人應於可公開交易時立即提供本公司相關的公開說明書、發行公告或其他依法令應備置的文件複本，以及其他經本公司認為合理必要且與該已發行的有價證券有關的資訊。一旦本公司參考過這些資訊，本公司將會告知是否就前項請求為承保以及相關的承保條件（包括但不限於應增繳之附加保險費）。

二、有價證券的再次發行

若被保險公司於保險期間內發生下列任一情事者，則要保人得請求本公司承保與該發行有關之不當管理行為賠償請求及/ 或公司有價證券賠償請求所致的損害賠償及抗辯費用：

甲. 在美國、加拿大或兩者的屬地或領土再次發行有價證券；或

乙. 在有價證券已交易或發行過的國家再次發行，且該再次發行之有價證券所表彰的發行股本超過被保險公司在發行當日已發行股本的百分之五十，或其價值超過美金貳億伍仟萬元。

本公司並不保證將同意要保人基於前項約定所提出的所有請求。於本公司決定同意與否之前，要保人應於可公開交易時立即提供本公司相關的公開說明書、發行公告或其他依法令應備置的文件複本，以及其他經本公司認為合理必要且與該已發行的有價證券有關的資訊。一旦本公司參考過這些資訊，本公司將會告知是否就前項請求為承保以及相關的承保條件（包括但不限於應增繳之附加保險費）。若本公司依據前述請求而為承保，本保險契約第六條第一項第（十）款「有價證券的再次發行」所約定之除外不保事項中，就有關最近完成的有價證券發行部分將被視為刪除。

第六條 除外不保事項

一、本公司對於下列事項所致之損害賠償及抗辯費用不負保險給付責任：

（一）經確定的不法行為	經司法終局判決確定、仲裁判斷確定、或被保險人承認屬實的下列行為所產生或以其為基礎或原因者： 甲. 不誠實、詐欺的作為或不作為；或 乙. 被保險人不能合法受有的利益或收益； 有關此除外不保事項的其他規定，請參閱第七條第二項「說明義務與可分性」之約定。
（二）美國地區被保險人互告的賠償請求	由董事、被保險公司、外部機構或前述的代表人或其他董事所提起的美國地區賠償請求所產生或以其為基礎或原因者。但不包括下列美國地區賠償請求： 甲. 代理被保險公司或外部機構所提出的股東權益訴訟，但以董事或外派董事並未自願（所稱自願係指非因法令要求）要求介入、協助或參與或鼓勵者為限； 乙. 由董事、退休董事或外派董事所提出的不當僱傭行為賠償請求； 丙. 由董事、退休董事或外派董事要求分擔責任或補償所提出的賠償請求。但以該美國地區賠償請求係由本保險契約所承保的另一個賠償請求直接產生者為前提； 丁. 由退休董事、受僱人或外派董事所提出的賠償請求； 戊. 由破產管理人，接管人、受託人或清算人直接或衍生地代理被保險公司或外部機構所提出的賠償請求；或 己. 由被保險個人以其為被保險公司所提供的年金、退休金、福利金基金的受益人身分所提出的賠償請求。 本除外不保事項無抗辯費用之適用。
（三）重大變更後的行為	於保險期間內，在重大變更後發生的不當管理行為或不當僱傭行為所產生或以其為基礎或原因者。但若經本公司依據本保險契約第七條第五項「重大變更」之約定而同意承保者，不在此限。
（四）已知悉的賠償請求及危險情事	基於下列事件所產生或以其為基礎或原因者： 甲. 已被通知的賠償請求中所指控或包含的事實；或 乙. 若本保險契約是續保或取代其他保險契約者，已被通知於前保單的危險情事。
（五）專業責任(不含股東以疏於監督為由所提起者)	在提供專業服務的過程中，或怠於履行專業服務時，所發生的作為或不作為所產生、或以其為基礎或原因者。 此除外不保事項的約定不適用於被保險個人被指控其疏於監督此專業服務的履行或怠於履行而由股東直接或衍生地提起的賠償請求。
（六）污染	因污染物的發現、排放、散佈、釋放或溢漏所產生、或以其為基礎或原因的賠償請求。 此除外不保事項不適用於在本保險契約第二條第二項第（六）款所約定之「污染物訴訟的保障」。
（七）非被保險公司之受託人	因被保險人擔任非被保險公司所贊助的員工退休基金、分紅或員工福利計畫之受託管理人、受委託人或管理人的作為或不作為所產生、或以其為基礎或原因者。
（八）美國員工退休所得保障法	因任何實際或被指控違反一九七四年的美國員工退休所得保障法(Employee Retirement Income Security Act of 1974 (USA))及其後的修正條文，或美國或加拿大或兩者的屬地或領土的任何聯邦、特區、州、領土或地方的成文法或普通法的相類似規定所賦予的職責、義務或責任所產生、或以其為基礎或原因者。

（九）美國證券交易法　因任何實際或被指控違反美國證券法(Securities Act of 1933 and Securities Act of 1934 (USA))或任何美國證券交易委員會(Securities and Exchange Commission (USA))所頒布的規則或法令，及任何於美國或加拿大或兩者的屬地或領土、任何聯邦、特區、州、領土、地方與有價證券有關的法令、規則或暫行法令所產生、或以其為基礎或原因者。

（十）有價證券的再次發行　因被保險公司於美國或加拿大或兩者的屬地或領土再次發行的有價證券，或於任何地區發行的有價證券所表彰的發行股本超過被保險公司於發行當日已發行股本的百分之五十或其價值超過美金貳億伍仟萬元的有價證券的再次發行所產生、或以其為基礎或原因者。

（十一）大股東　直接或間接由持有或控制被保險公司已發行股份表決權百分之二十或以上的任何個人或機構所提出或由其代理人所提出者。

二、本公司對於下列事項不負保險給付之責：

（一）身體傷害及財物損害　以下所列之直接損失：

甲. 任何人身體上的受傷、疾病或死亡。但與不當僱傭行為有關的精神傷害所致的損害則不在此限。

乙. 任何財物的毀損、滅失或不能使用。

此除外不保事項不適用於本保險契約第二條第二項第（五）款「董事於勞工安全與健康賠償請求的保障」之約定。

（二）產品責任　事實上或被指控產品的故障或瑕疵所致的直接損失。

（三）不為承保的給付

甲.　被保險人依據法院命令所為之作為或不作為所衍生的費用。

乙.　稅金。

丙.　任何依法不得為保險標的者。

丁.　因僱傭契約約定或依法令規定之離職通知期間的補償。

戊.　董事或受僱人基於其與被保險公司的僱傭關係所享有的任何權利。但有關不當僱傭行為者，不在此限。

己.　合併或收購交易中有價證券之對價或收購價格的增加。

庚.　法院、仲裁庭或行政機關對被保險人課予的罰鍰或罰金。

第七條　一般事項

一、要保文件　要保文件是本保險契約或續保後保險契約的基礎，並構成本保險契約或其後所有續保保險契約的一部分。

二、說明義務與可分性　關於要保文件的內容及本保險契約第六條第一項第（一）款所約定有關「經確定的不法行為」除外不保事項，任何個別被保險個人所為的陳述，或持有的資訊或消息，或個別被保險個人的不當管理行為或不當僱傭行為，並不影響任何其他被保險個人受本保險契約保障的權利。

只有被保險公司的董事長、執行長、營運長、財務長或法務長，或與前述各該職位相當之人所為的陳述或所掌握的消息，或是要保人所屬與前述職位相同之人所知悉者，得視為被保險公司所為或所知悉。

三、同意

被保險人在未取得本公司的書面同意前，不應承認或承擔任何關於賠償請求的賠償責任，或對此達成任何和解協議或因認同任何判決而放棄上訴之權利。本公司如無正當理由，不得拒絕同意上述請求。

本保險契約所約定的損害賠償，只限於依本保險契約約定方式進行抗辯的賠償請求所為的判決。若被保險人於取得本公司事前的書面同意前，已對賠償請求或潛在的賠償請求作出與下列甲或乙款相關之妥協或和解，則本保險契約對於該賠償請求或潛在的賠償請求不予承保：

甲. 限制或妨礙本公司對該被保險人、其資產或所有物之權利的回復或追償；或

乙. 明顯或有效地保留或提供賠償請求人(或潛在的賠償請求人)對本公司提出賠償請求者。

四、適用於發現期間的條件

若有下列情況發生，被保險人及退休董事均不得享有發現期間的權利或利益：

甲. 未依約定繳交發現期間的附加保險費予本公司；或

乙. 本保險契約被另一董監事及經理人責任保險或其他提供類似保障的保險契約所取代。

發現期間經購買後不得提前終止。要保人同意於繳交發現期間的附加保險費後，於發現期間生效日起即不得要求本公司予以退還。

五、 重大變更

若保險期間內發生重大變更，要保人得要求本公司承保在重大變更之後所發生的不當管理行為、不當僱傭行為所致的賠償請求。但本公司並不保證將同意要保人基於前項約定所提出的所有請求。於本公司決定是否同意前，要保人應提供重大變更的相關資訊為考量之基礎，以利本公司瞭解該重大變更的內容及影響。本公司參考過這些資訊後，本公司將會告知是否就前項請求為承保，以及其相關的承保條件（包括但不限於應增繳之附加保險費）。

六、對被保險人的承保

除本保險契約第二條第一項第（一）款第 4 目所約定之「非執行董事的超額保障」外，保險金額為本公司就所有於本保險契約約定之承保事項及擴大承保事項所致的損害賠償、抗辯費用及緊急抗辯費用的總合所負保險給付責任的最高限額。

本公司就超過保險金額的部分，無論有多少個被保險人或於保險期間內及所約定的發現期間內發生多少個賠償請求（包含依據本保險契約第三條第四項所約定的「關聯性賠償請求/ 單一賠償請求」，均不負保險給付責任。保單首頁第五項所載的分項保險金額為本公司就其註明之各該承保事項及擴大承保事項中，對損害賠償及抗辯費用的總合所負保險給付責任的最高限額。

除本保險契約第二條第一項第（一）款第 4 目外，所有本公司因承保事項及擴大承保事項所支付的損害賠償、抗辯費用及緊急抗辯費用將使保險金額隨之減少。

七、 對外派董事的承保

外派董事有權依據本保險契約第二條第一項第（一）款第 3 目「外派董事責任」之約定享有本保險契約的保障，但本公司僅就超過外派董事受有保障的其他保險以及由外部機構已提供損害補償的部分，負保險給付責任。

若外部機構就相關的外派董事賠償請求有財力且未被法律禁止補償該外派董事，卻未予補償或拒絕補償，本公司將依約定為外派董事支付損害賠償及預付抗辯費用，但本公司僅就超過外派董事受有保障的其他保險的部分，且在該其他保險已用盡後，負保險給付責任。

八、 對非執行董事的承保

非執行董事有權享有依本保險契約第二條第一項第（一）款第 4 目所約定之「非執行董事的超額保障」，但僅限於超過保險金額及其他可提供非執行董事保障的保險或補償之部分。

一旦保險金額及非執行董事的其他保險或補償均已用盡，本公司以保單首頁第六項所載的「超額保險的保險金額」為最高限額，依本保險契約第二條第一項第（一）款第 4 目之約定，應就超過保險金額的部分 給付損害賠償及抗辯費用。
依據本保險契約第二條第一項第（一）款第 4 目所支付的損害賠償及抗辯費用將使保單首頁第六項所載的「超額保險的保險金額」隨之減少。

九、補償的推定與自負額

若被保險公司就相關的賠償請求係允許或依法未被禁止補償被保險個人，而未予補償或拒絕補償，本公司將依本保險契約的約定代被保險個人支付損害賠償及/或預付抗辯費用。對於因此所為之給付，將視為本公司已補償被保險公司需支付的前述損害賠償及抗辯費用，並得向被保險公司收取所約定的自負額。

對於針對被保險個人所提出之賠償請求，且符合下列任一條件者，本公司將不要求被保險公司負擔與此相關的自負額：

甲. 被保險公司合理地向本公司證明其因下列情況而無法代付或補償損害賠償及抗辯費用：

(一) 根據適用的法律、公司規章、公司章程或該被保險個人與被保險公司間的補償協議（但僅止於與對該被保險個人提出之賠償請求相關的補償協議） 是不應被允許；或

(二) 被保險公司因喪失清償能力而財務困難以致未能補償。

乙. 賠償請求為被保險公司對被保險個人所提出者。

若對被保險人所提出之賠償請求最後被判定為所有被保險人均無責任者，本公司將不會請求被保險公司負擔與該賠償請求有關的自負額。

除前二款約定之情形外，被保險公司將被視為已依本保險契約第二條第一項第（二）款第 3 目，補償損害賠償及抗辯費用予被保險個人，而無本保險契約第二條第一項第（一）款第 1 目及第 2 目之適用。於此情形下，所有適用於該賠償請求的自負額均須由被保險公司負擔；若被保險公司未支付自負額，本公司有權從應給付的保險金中扣除被保險公司根據本保險契約應負擔的自負額。

保單首頁第七項所載的自負額不適用於無法獲補償的損失。

十、預付抗辯費用

於符合下列所有條件時，本公司應預付抗辯費用：

甲. 本保險契約所約定的自負額已用盡；

乙. 於本公司收到詳細記載的抗辯費用收據後三十日內且該收據需經本公司認可；以及

丙. 賠償請求於終局判決或仲裁判斷確定前，所有適用的抗辯費用。

十一、抗辯費用及「經確定的不法行為」除外不保事項

除本保險契約第二條第二項第（一）款「緊急抗辯費用的保障」之約定外，被保險人同意未經本公司事前的書面同意，不得任意支出任何抗辯費用。本公司無正當理由，不得拒絕同意此抗辯費用的支出。對於未經本公司事前的書面同意所產生的抗辯費用，本公司不負保險給付責任。

若發生本保險契約第六條第一項第（一）款「經確定的不法行為」所約定之情事經司法終局判決確定、仲裁判斷確定，或被保險個人承認其屬實的情形，本公司將停止支付抗辯費用。屆時，若本公司要求被保險個人或被保險公司返還本公司所有已支付的抗辯費用，則被保險人應依照其個別取得的利益，分別償還予本公司。

十二、抗辯及和解　被保險人有權利並有責任對任何賠償請求進行抗辯及爭論。本公司有權完全參與涉及或合理預見將涉及本公司的抗辯或和解協商。被保險人應提供合理的協助，並配合提供本公司要求提供的相關資訊。

本公司同意在合理與必要的情況下，各被保險人為避免實質上的利益衝突得分別聘請其法律代理人。

倘若賠償請求是由被保險公司對被保險個人提出者，本公司並無義務或責任就該賠償請求與任何其他被保險個人或被保險公司進行溝通。

本公司有權利並有責任就下列對被保險個人提出的賠償請求(非美國地區賠償請求)進行抗辯及爭論：

甲.　由被保險公司或其代表人所提起者；或

乙.　由被保險個人擔任外派董事或任職的外部機構、或該外部機構的代表人所提起者 。

若本公司認為前款甲、乙二目之賠償請求有必要委託法律顧問處理，則被保險個人應委託經本公司事前書面同意的法律事務所以代替本公司進行抗辯及爭論之權利與責任。

十三、責任分擔　若被保險人所涉入的賠償請求涉及本保險契約所承保與非承保的事項及/ 或當事人，本公司並無義務就本保險契約承保範圍以外的賠償請求負保險給付責任。

若有任何賠償請求同時涉及本保險契約承保及非承保事項，經考量可歸因於承保與非承保的事項及/ 或當事人的相對法律與財務風險後，本公司應就抗辯費用、裁判金額及/ 或和解金額，在被保險個人、被保險公司及本公司間，作一個公平且適當的分配。

若有任何賠償請求同時涉及被保險個人和被保險公司並因而：

甲.　共同發生的抗辯費用；

乙.　共同達成的和解；及/ 或

丙.　共同的連帶責任或個別責任的裁判，

經被保險個人、被保險公司及本公司同意，於考慮相對法律與財務風險及相對被保險個人與被保險公司取得的利益後，本公司將盡最大努力，在被保險個人、被保險公司及本公司間決定一個公平且適當的金額分配。前述賠償請求並不包含公司有價證券賠償請求或公司僱傭行為賠償請求。

十四、賠償順序　本保險契約應依下列順序為保險給付：

甲.　本保險契約第二條第一項第（一）款所約定之「被保險個人的保障」；

乙.　本保險契約第二條第二項所約定之「擴大承保事項」；

丙.　依據要保人執行長或相當職位者的書面請求，就保險金額的剩餘金額支付第二條第一項第（二）款「被保險公司的保障」之損害賠償及抗辯費用。

被保險人破產或喪失清償能力並不會因而影響前款所訂的順序。

十五、代位權　本公司依本保險契約的約定給付保險金後，於保險金給付的範圍內代位行使被保險人所有的求償權及賠償請求權。被保險人不應妨礙本公司就該等權利之行使，並同意以一切合理必要的方法維持、保護及協助本公司行使此代位權。
本公司不得對被保險個人就有關的賠償請求行使代位權。但若本公司可證實該賠償請求及該被保險個人有本保險契約第六條第一項第（一）款「經確定的不法行為」所約定的情事，則本公司保留此權利之行使。

十六、保密義務　本保險契約在每一被保險人與本公司間應保持機密。未取得本公司的書面同意，不得將本保險契約的內容告知任何自然人或機構。

十七、其他保險　在法律允許的前提下，本保險契約僅就超過其他責任保險有效及可獲得補償的部分負賠償責任。

十八、通知與授權　要保人得自行依法或於取得被保險人之授權後代表所有被保險人，提出或接受本保險契約所約定的通知，包含賠償請求的通知、交付到期的保險費、收受及同意所有本保險契約的附加條款或批單、爭議處理、對被保險人的給付、及在發現期間行使或不行使權利等的通知。

任一被保險人有權自行行使有關本保險契約所承保的賠償請求的通知。

十九、轉讓　本保險契約及其一切相關權利，非經本公司書面同意，不得轉讓。

二十、適用地域　除另有約定外，本保險契約之承保範圍應適用於全世界。

二十一、爭議解決與準據法　若本公司與要保人因本保險契約所生之任何爭議無法在六個月內解決者，應以訴訟方式解決。如因本保險契約所生之爭議而涉訟時，僅得以台北地方法院為第一審管轄法院。雙方應各自負擔訴訟的成本及費用。

二十二、本保險契約的解釋　任何就本保險契約構成、效力或內容的解釋均應依中華民國法律之規定辦理。

若本保險契約條款之約定與中華民國法令或規章有牴觸時，應予修正以符合該法令或規章的規定。若本保險契約條款有被禁止或不能執行者，則該被禁止或不能執行的範圍應為無效，但不影響本保險契約其他條款的效力。

未經書面載明之修正事項並不生效力。

本保險契約所用各條項之標題僅供閱讀便利之用，不對本保險契約提供任何意思。以粗體之標楷體字顯示的用詞有其特殊意義，並且規定於本保險契約第四條「用詞定義」。

二十三、契約終止　要保人得終止本保險契約(若賠償請求或危險情事已於保險期間內通知予本公司，則不適用)，但其應以十五日為期之事前書面通知送達至保單首頁第九項所載「本公司及其通訊地址」。本公司於要保人終止本保險契約後應依短期保險費率計算應收取的滿期保險費，並將要保人之前所繳交的保險費扣除滿期保險費後之餘額，退還予要保人。

若本公司依本保險契約約定所支付的保險金已達保險金額之上限者，本保險契約應立即終止，且要保人已交付的保險費應視為在終止時已全部滿期，本公司無需退還保險費。

二十四、保費繳交及契約解除　除保單首頁第八項所載的保險費未依約定繳交外，本公司不得解除本保險契約。保險費必須於保險期間生效日起六十日內繳交予本公司。若要保人未依約繳交保險費，本公司得保留本保險契約之解除權。

危機管理事故附加條款 - 保險金額外加

第一條　承保範圍

茲經雙方約定，要保人所投保之國泰產物董監事及經理人責任保險（以下簡稱主保險契約），因加保危機管理事故附加條款 - 保險金額外加（以下簡稱本附加條款），故主保險契約第二條第二項「擴大承保事故」應增訂下款之約定：

危機管理費用

危機管理費用的保障　本公司以累計**美金拾萬元**為限，不論保險期間內危機管理事故發生之次數，對於其所產生的危機管理費用負保險給付責任。前述金額並不包含於保險金額以內，不受主保險契約第七條第六項「對被保險人的承保」之限制。但要保人應於該危機管理事故發生後三十日內將書面請求送達本公司。

保單首頁第七項所載的自負額不適用於本附加條款之承保範圍。

第二條　用詞定義

本附加條款之用詞定義如下：

危機管理費用

指危機管理公司因提供危機管理服務所產生的合理支出及費用，包括危機管理公司因印刷、廣告、郵寄、資料，及旅行所應負擔之合理費用（但不包含對於任何被保險個人的薪資報酬或時間上的補償，或任何與被保險公司營運有關且固定的間接費用支出），且應符合下列所有條件：

甲、 危機管理事故發展期間或預期發生前九十天內之所產生的費用。

乙、 不論被保險人是否遭受因危機管理事故所產生的賠償請求。

丙、 在被保險人受有賠償請求之情況下，則不論該支出及費用發生於賠償請求之前或之後。

危機管理事故

指非自願性出價收購或依被保險公司最高財務主管出具之誠信意見，下列任一事故之發生已導致或可合理推測將導致被保險公司有價證券受到重大影響：

(一) 負面之營收或銷售通告

公開宣布被保險公司過去或現在之營收或銷售大幅少於以下所列者：(i) 被保險公司前一年度相同期間之營收或銷售，(ii) 被保險公司先前對該期間之營收或銷售所作之公開聲明或預測，或(iii) 外部證券分析師對於被保險公司之營收或銷售所公佈之預測。

(二) 喪失專利權、商標權或著作權、或重要顧客或合約

公開宣布於事前未能預見之情況下所發生之下列事項：(i) 被保險公司非因到期卻喪失專利權、商標權或著作權等智慧財產權、(ii) 被保險公司喪失重要顧客、或(iii) 被保險公司喪失重要合約。

(三) 產品回收或延誤

公開宣布被保險公司之主要產品回收或有事前未能預見之生產延誤。

(四) 集體侵權行為

公開宣布或遭指控被保險公司造成多人體傷、疾病、患病、死亡或精神痛苦，或造成多項有形財產之毀損或滅失，包括因而不能使用之損失。

(五) 裁員或喪失重要高階主管

公開宣布被保險公司裁員，或一位或多位重要高階主管死亡或離職。

(六) 重申財務狀況報告

公開宣布被保險公司重新報告過去申報之財務狀況報告。

(七) 取消或延遲股利發放

公開宣布被保險公司取消或延遲定期發放之股利。

(八) 資產沖銷

公開宣布被保險公司將大幅度沖銷資產。

(九) 債務重組或債務不履行

公開宣布被保險公司有債務不履行或意圖債務不履行或意圖進行債務重組之情事。

(十) 破產

公開宣布被保險公司將申請破產保護或第三人將代被保險公司申請非自願性破產；或被保險公司面臨破產程序（不論自願或非自願）。

(十一) 政府或司法訴訟

公開宣布被保險公司面臨或可能面臨訴訟或政府或司法之訴訟程序。

但危機管理事故不包括任何與下列事項有關之事故：

甲. 於主保險契約所續保、代替或及時接續之保險契約中已申報之賠償請求、或已通知之危險情事。

乙. 於主保險契約生效時未決或已發生之法律訴訟。

丙. 實際上或被指控或被迫排放、散布、釋放或滲漏污染物；或任何對於測試、探測、清理、除去、容納、處理污染物或除去、中和污染物毒性之要求或指

示。

丁. 含核子物質之高危險財物，但因被保險公司擁有、操作、建造、管理、計劃、維護或投資核能設備所致之危機管理事故不在此限。

危機管理事故所使用之各項標題僅係出於便利之目的，非為本保險契約之約定或條件之一部份。

危機管理事故應始於被保險人首次知悉該危機管理事故時，而結束於危機管理公司告知被保險人危機已不存在或本附加條款第一條所列金額(即**美金拾萬元**整)用盡（以較早發生者為準）。

危機管理公司	指下列之人： 甲. 被保險人； 乙. 預先核可的危機管理公司；或 丙. 被保險公司或被保險個人所委託，以提供危機管理事故相關危機管理服務之任何公共關係公司或律師事務所。但該危機管理事故之認定須取得本公司之同意。本公司如無正當理由，不得拒絕同意。
危機管理服務	指危機管理公司對於被保險人就如何盡量降低危機管理事故對被保險公司所造成之潛在損害而提供的服務或行動，包括但不限於維護並重建投資人對於被保險公司之信心。
被保險公司有價證券受到重大影響	指： 甲. 任何在臺灣證券交易所或財團法人中華民國證券櫃檯買賣中心掛牌交易之被保險公司有價證券，在連續二個交易日內，每股價格減少百分之十，或以台灣加權指數衡量，每股淨價格減少百分之十(以較高者為準)；或 乙. 任何在台灣地區興櫃市場交易之被保險公司有價證券，在二十四小時之內，每股價格減少百分之二十。
非自願性出價收購	指被保險公司或其關係企業外之其他個人或組織團體，不論有否公開宣布或私下未經請求主動向被保險人以書面要約或出價，致發生重大變更之情事

第三條　條款之適用

本附加條款所記載事項，如與主保險契約條款抵觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

智慧財產權除外不保附加條款

第一條　承保範圍

茲經雙方約定，要保人所投保之國泰產物董監事及經理人責任保險（以下簡稱主保險契約），因加保智慧財產權除外不保附加條款（以下簡稱本附加條款），故主保險契約條款第六條「除外不保事項」第一項應增訂下款之約定：

智慧財產權	任何關於營業秘密之剽竊、抄襲或侵害，或對於專利權、著作權、商標權、營業或服務表徵、商號或商品名稱、服務標章或其他智慧財產權之侵害所產生或以其為基礎或原因者。

第二條　條款之適用

本附加條款所記載事項，如與主保險契約條款抵觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

僱傭契約責任與僱傭相關福利除外不保附加條款

第一條 承保範圍

茲經雙方約定，要保人所投保之國泰產物董監事及經理人責任保險- 尊榮防護版（以下簡稱主保險契約），因加保僱傭契約責任與僱傭相關福利除外不保附加條款（以下簡稱本附加條款），故除主保險契約條款第六條第二項第(三)款之除外不保事項外，尚應增列下列除外不保事項：

（三）不為承保的給付

辛. 被保險人事實上或被指控根據任何明示之僱傭契約或協議所生之賠償責任；然而，此除外不保事項不適用於即使無該契約或協議之存在，仍應由被保險人負賠償責任者。

壬. 根據任何應適用之法令或規範所應負擔有關勞工補償、失能給付、資遣或失業給付或補償、失業保險、退休給付、社會安全福利之義務或任何類似之法律或規範者。

癸. (i)應復職日至實際復職日前之補償、未來之損失、未來之損害或未來之經濟救濟；且/或

(ii)在賠償請求權人以其曾經於被保險人任職、復職、或重新開始就職之情況下，而以受僱人之身份所請求之僱傭相關福利。

第二條 用詞定義

本附加條款之用詞定義如下：

僱傭相關福利指下列任一福利之提供：

甲. 非金錢之福利，包括但不限於公務車之派遣、旅遊津貼、行動或有線電話、醫療保險費用之補助、教育訓練津貼、設備津貼。

乙. 股票或股票選擇權。

丙. 資遣費之支給。

丁. 紅利支給。

戊. 任何其他根據僱傭行為應予受僱人之福利。

第三條 條款之適用

本附加條款所記載事項，如與主保險契約條款抵觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

國泰董監事及經理人責任保險發現期間變更附加條款

茲經雙方約定，要保人於投保國泰產物董監事及經理人責任保險 （以下簡稱主保險契約），加保發現期間變更附加條款（以下簡稱本附加條款），雙方同意主保險契約 C3 應修改為下列之約定：

如本保險契約於保險期間終止後未續保或未被其他類似保險取代，應有下列發現期間的適用:

甲. 被保險人得享有

(一)免費九十日的發現期間; 或

(二)十二個月的發現期間，惟須以本公司於保險期間屆滿後三十日內收到要保人的書面請求及其所繳交之附加保險費為生效條件。附加保險費為保單首頁第八項所載保險費的百分之五十。

乙. 退休董事得免費享有八十四個月的發現期間。

但若被保險公司於本保險契約之保險期間內發生重大變更、或本保險契約於保險期間屆滿前被終止或解除者，則無上述甲、乙兩目發現期間之適用。

若被保險公司於保險期間內有重大變更，被保險人於符合下列條件時，得享有八十四個月的發現期間：

甲.本公司於本保險契約終止後六十日內收到要保人之書面請求；且

乙.要保人接受本公司所提出有關此發現期間的條件。

有關本承保事項的其他約定，請參閱本保險契約第七條第四項「適用於發現期間的條件」及第五項「重大變更」之約定。

本附加條款所記載事項，如與主保險契約條款抵觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

制裁除外附加條款

當商業行為涉及違反任何適用聯合國/歐盟/歐盟經濟區的經濟或貿易制裁法律或法規或任何其他適用的國家經濟或貿易制裁法律或法規時，本保單將不對此商業行為提供保險保障。

傳染病除外不保附加條款

(For use on liability policies)

1.儘管本保單有任何相反的規定，本保單不承保所有實際或聲稱的損失、責任、損害、賠償、傷害、疾病、死亡、醫療費、抗辯費用、花費、費用或任何其他金額，直接或間接，且不論任何其他原因同時或以任何順序導致，源於傳染病或對傳染病的恐懼或威脅（不論是實際的或感知的），或與之相關的任何其他原因。

2.就本附加條款而言，損失、責任、損害、賠償、傷害、疾病、疾病、死亡、醫療費、辯護費、成本、費用或任何其他金額，包括但不限於清理、解毒、清除、監測或檢測傳染病的任何費用。

3.如下列所述，可接觸性傳染病是指可通過任何物質或任何形態從任何生物體傳播到另一生物體的任何疾病，其中：

3.1 該物質或型態包括但不限於病毒、細菌、寄生蟲或其他有機體或其任何變體，無論存活與否，以及

3.2 直接或間接的傳播方法包括但不限於空氣傳播、體液傳播、任何表面或物體、固體、液體或氣體或生物體與型態之間的傳播，以及

3.3 該疾病、物質或形態可導致或威脅身體傷害、疾病、精神痛苦、對人類健康、人類福利或財產的損害。

網路損失及電子資料除外不保

第一條　網路損失及電子資料除外不保之約定
茲經雙方同意，要保人於投保主保險契約後，附加國泰產物網路損失及電子資料除外不保附加條款（以下簡稱本附加條款），除主保險契約關於不保事項或除外責任之約定外，本公司對於被保險人由於下列事項所致之損失，不負賠償之責，其同時或先後發生涉有其他原因或事件時，亦同：
一、任何網路損失，無論任何原因，或者其同時或先後發生涉有其他原因或事件時亦同。
二、任何個人或企業體透過任何未經授權之方式，進行電子資料的取用、蒐集、存取或者揭露。

第二條　用詞定義
本附加條款之名詞定義如下：
一、網路損失：係指基於、關於、肇因於或可歸責於網路惡意行為或網路意外事故所產生任何性質之損失、責任、賠償請求、費用或支出，包括但不限於為預防、控制、抑制、補救網路惡意行為或網路意外事故而進行之任何處置或措施。
二、網路惡意行為：係指無論發生的時間、地點或是否基於威脅或惡作劇，凡從事未經授權、惡意或犯罪行為，而涉及進入、處理、使用或操作任何電腦系統者。
三、網路意外事故：係指因下列事件所致無法進入、處理、使用或操作電腦系統：
(一)進入、處理、使用或操作任何電腦系統時，發生單一或一系列相關的錯誤或疏失。
(二)電腦系統之部分或全部無法使用或故障。
(三)直接或間接基於、關於、肇因於或可歸責於電子資料之無法使用、功能減損、修復、重製、取代或復原所產生任何性質之損失、責任、賠償請求、費用或支出，包括但不限於相當於前述電子資料價值之金額。
四、電子資料：係指資訊、事實、概念、編碼或其他任何訊息被記錄或傳輸為電腦系統得進行使用、處理、傳輸或儲存之形式者。
五、電腦系統：係指電腦、硬體、軟體、通信系統、電子設備(包括但不限於智慧手機、筆記型電腦、平板電腦、可穿戴裝置)、伺服器、雲端、微控制器、任何類似的系統或前述的任何附屬配置，包括任何在使用與操作的相關輸出、輸入、資料存儲設備、網路設備或備份設施。

國泰董監事與重要職員責任保險變更董事定義附加條款-(擴大承保所有受僱人)

茲經雙方約定，要保人所投保之國泰世紀產物董監事及經理人責任保險(以下簡稱主保險契約)，因加保變更董事定義(擴大承保所有受僱人)附加條款 (以下簡稱本附加條款)，故主保險契約第四條第九項 甲
(四)之**符合下列任一條件的受僱人**更改為**受僱人**

國泰董監事與重要職員責任保險董監事超額責任附加條款

茲經雙方約定，要保人於投保國泰產物董監事及經理人責任保險（以下簡稱主保險契約），因加保董事的超額的保障附加條款，故主保險契約中第二條第四項、第七條第六、八項應予刪除，並以下列約定代之:
第二條第四項　董事的超額保障
無法獲補償的損失
本公司以保單首頁第六項所載金額為限，對於因針對董事提起的賠償請求所致的無法獲補償的損失負保險給付責任。
保單首頁第七項所載的自負額不適用於本承保事項。
有關本承保事項的其他約定，請參閱本保險契約第七條第八項「對董事的承保」之約定。

第七條第六項　對被保險人的承保
除本保險契約第二條第一項第（一）款第 4 目所約定之「董事的超額保障」外，保險金額為本公司就所有於本保險契約約定之承保事項及擴大承保事項所致的損害賠償、抗辯費用及緊急抗辯費用的總合所負保險給付責任的最高限額。
本公司就超過保險金額的部分，無論有多少個被保險人或於保險期間內及所約定的發現期間內發生多少個賠償請求（包含依據本保險契約第三條第四項所約定的「關聯性賠償請求/ 單一賠償請求」，均不負保險給付責任。保單首頁第五項所載的分項保險金額為本公司就其註明之各該承保事項及擴大承保事項中，對損害賠償及抗辯費用的總合所負保險給付責任的最高限額。
除本保險契約第二條第一項第（一）款第 4 目外，所有本公司因承保事項及擴大承保事項所支付的損害賠償、抗辯費用及緊急抗辯費用將使保險金額隨之減少。

董事有權享有依本保險契約第二條第一項第（一）款第 4 目所約定之「董事的超額保障」，但僅限於超過保險金額及其他可提供董事保障的保險或補償之部分。

一旦保險金額及董事的其他保險或補償均已用盡，本公司以保單首頁第六項所載的「超額保險的保險金額」為最高限額，依本保險契約第二條第一項第（一）款第 4 目之約定，應就超過保險金額的部分 給付損害賠償及抗辯費用。
依據本保險契約第二條第一項第（一）款第 4 目所支付的損害賠償及抗辯費用將使保單首頁第六項所載的「超額保險的保險金額」隨之減少。

無法獲補償的損失係指以保單首頁第六項所載金額為限，對於董事的損害賠償及抗辯費用所為的保險給付。但僅限於董事因下列情事的發生而無法自被保險公司得到補償者：
(a)根據適用之法律、公司規章、公司章程或董事與被保險公司間之補償協議不應被允許；或
(b)被保險公司因喪失清償能力而財務困難致未能補償。
本附加條款所指董事僅指過去、現在或在保單期內成為董事、管理人員或管理委員會成員（無論是執行董事或非執行董事）或董事會監事的任何自然人（但非為外部稽核人員或破產管理人）。
以本保險單的條款、除外條款和條件為准。

國泰董監事與重要職員責任保險擴大承保升級版附加條款

茲經雙方約定，要保人本附加條款，主保險契約條款第二條第二項擴大承保事項應增列下列之約定：
擴大承保事項

資產及人身自由	保釋金及保證金費用、訴訟費用以及資產及人身自由費用 本公司對於被保險人個人所產生之以下費用負保險給付責任 (i) 保釋金及保證金費用 (ii) 訴訟費用 (iii) 資產及人身自由費用 本承保事項適用自負額為零元
危機費用及公關費用的保障	(i) 危機費用 (ii) 公關費用 本公司以累計給付限額(**無**)為限，對於被保險個人於保險期間內初次被提出與本保險契約所承保之賠償請求直接相關所產生之以下費用，負保險給付責任 本承保事項適用自負額為零元
凍結資產費用的保障	本公司以累計給付限額(**美金伍萬元**)為限，對於保險期間內初次被提出賠償請求或遭受調查所衍生之凍結資產費用負保險給付責任。 本承保事項適用自負額為零元
引渡程序的保障	本公司對於因引渡程序所產生的損害賠償、抗辯費用以及引渡程序費用

負保險給付責任
本承保事項適用自負額為零元

主管機關危機事件的保障

調查前準備費用
本公司以累計給付限額(**美金伍萬元**)為限，對於被保險個人因主管機關危機事件所產生之調查前準備費用，負保險給付責任。.
本承保事項適用自負額為零元

B. 用詞定義

附加條款之用詞定義如下：

資產及人身自由費用

指經本公司事前書面同意，被保險人個人為其所遭受之資產及人身自由程序進行抗辯所產生的合理費用、成本及支出。

資產及人身自由程序

指被險人個人遭受政府機關之臨時性或暫時性命令或任何訴訟程序，而要求：
(i) 取消被保險個人擔任董事或經理人之資格
(ii) 被保險個人不動產或個人資產之充公、取得所有權與控制權、停權或凍結所有權
(iii) 被保險個人之不動產或個人資產之抵押
(iv) 被保險個人擔任董事或經理人之暫時或永久禁止\
(v) 被保險個人人身自由遭限制於特定之本國居所或官方拘留；或
(vi) 被保險個人除因犯罪行為被定罪外之任何理由遭撤銷合法、有效移民身分所致被保險個人之驅逐出境。

保釋金及保證金費用

被保險個人因受賠償請求，依照法院要求提供保證金或其他金融工具以保證被保險個人對於特定金額鍋或有可能之履行義務所產生的合理費用(不包含任何抵押品)。

危機費用

指經本公司事前書面同意，被保險個人因受賠償請求所聘用任何合格的顧問或稅務專家
所產生任何合理之專業費用、成本或支出

凍結資產費用

指在保險期間內如因臨時性或暫時性命令而對被保險個人之不動產或個人資產充公、控制、停權或凍結其所有權，或對被保險個人之不動產或個人資產設定抵押時，直接為被保險個人支付以下服務之費用：
(i) 學校教育費用
(ii) 住宿費
(iii) 水電等公用設施費
(iv) 個人保險費
以上費用僅於查封時由法院酌留被保險人生活必須之金錢所支付，且此金錢已被耗盡時，本公司始予支付。是項費用將於上述事件發生後三十天，予以支付，其最長支付時間為十二個月。

引渡程序費用

指經本公司事前書面同意，被保險人在以下引渡程序中所產生的合理費用、成本及支出：:
(i) 任何引渡程序或相關控訴中，為對政府當局或法院依中華民國引渡法規定准許引渡之決定表示異議並尋求司法審查者；及
(ii)對於被保險人提出之引渡程序中：
(a) 被保險人聘用危險管理顧問及／或稅務專家；及
(b)被保險人聘用公關顧問

政府機關

指任何主管機關、政府機構、行政機構、官方貿易機構、或任何其他被法令規章授權調查被保險公司或被保險個人事務之機構。

調查前準備費用

指經本公司事前書面同意，以下列事項為主要目的所產生的合理費用、成本及支出。
(i) 聘用法律顧問代表被保險人處理主管機關危機事件；或
(ii) 製作報告（以及任何必須的補充報告）予政府機關，以回應主管機關危機事件
調查前準備費用並不包含任何被保險個人的薪資報酬或時間的成本，或被保險公司的一般營運費用或任何其他的支出。

訴訟費用 指經本公司事前書面同意，被保險個人為與任何資產及人身自由程序有關之聲明及／或強制令提起之法律訴訟程序所產生的合理費用、成本及支出。

公關費用 指經本公司事前書面同意，被保險個人聘用公關顧問以宣傳終局判決被保險個人對於賠償請求無過失、無責任或無罪的結果，以減輕被保險個人名譽的負面影響或潛在負面影響所產生的合理費用、成本及支出。

主管機關危機事件 係指

(iii) 於保險期間內初次發生之政府機關對被保險公司無預警搜索，或實地調查而必須面對文件之製作、檢查、複印、被沒收或被保險個人之訊問；;

(iv) 對於（i）項的公開公告

(v) 任何對於被保險個人疑似違反法律或主管機關命令而給予政府機關之書面報告書；

(vi) 被保險人於保險期間收到政府機關強制被保險人準備文件、回覆問題或出席政府機關訊問之正式通知。

本附加條款所記載事項，如與主保險契約條款抵觸時，依本附加條款之約定辦理，其他事項仍適用主保險契約條款之約定。

特別約定事項除外不保附加條款

要保人所投保之本公司董監事及經理人責任保險，茲經雙方約定於主保險契約之第六條"除外不保事項"中增列"特別約定事項" 除外不保附加條款。

"特別約定事項"是指因保險明細表中所載之"特別事項"所產生或以其為基礎或原因所導致之意外事故。

基於下列事件所產生或以其為基礎或原因者

a. 被保險人喪失清償能力、受破產管理、破產或清算所產生或以其為基礎或原因者；及/或

b. 由被保險公司或董事之債權人或其代表人所提起者。

c. 由受僱人或其代表人依據本款 a..所提起者.

d. 民國 110 年台南廠關廠

e. 網路事件、資訊安全、電子資料

f. 民國 102 年與國防部採購乙案

本附加條款所記載事項，如與主保險契約條款牴觸時，依本附加條款之約定辦理，其它事項仍適用主保險契約之約定。

烏克蘭、白俄羅斯、俄羅斯地區風險除外

本保單對於有關烏克蘭、白俄羅斯和/或俄羅斯之任何風險，不提供任何承保，亦不包括給付任何索賠或提供任何利益之責任。